



Those persons wishing to speak on any item included on the agenda, or on any matter within the subject matter jurisdiction of the City Council, are invited fill out and submit to the City Clerk a "Request to Speak" form (name and address optional) which is available at the entrance to the City Council Chambers. Additionally, members of the public may submit electronic public comments to CityClerk@cityofchino.org no later than 4:00 p.m. on the day of the meeting. In your email, please include the meeting date, agenda item you are commenting on, and your comment. All comments received by the deadline will be forwarded to the City Council for consideration before action is taken on the matter and will be entered into the record for the meeting specified in email received.

If you require a reasonable accommodation to participate in this meeting per your rights under the Americans with Disabilities Act or for any other reason, please contact the City Clerk's Office (909) 334-3306, at least 48 hours prior to the advertised starting time of the meeting.

Any documents produced by the City and distributed to a majority of the City Council regarding any item on this agenda will be made available in the City Clerk's Office during normal business hours at City Hall located at 13220 Central Avenue, Chino. In addition, such documents will be posted on the City's website at www.cityofchino.org.

**CHINO CITY COUNCIL
SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY
CITY HALL COUNCIL CHAMBERS
13220 CENTRAL AVENUE
CHINO, CA 91710**

TUESDAY, JULY 1, 2025

REGULAR MEETING

AGENDA

**CLOSED SESSION – 4:30 PM
OPEN SESSION – 6:00 PM**

ROLL CALL

Mayor Eunice M. Ulloa, Mayor Pro Tem Curtis Burton, Council Member Karen C. Comstock, Council Member Christopher Flores, Council Member Marc Lucio.

CLOSED SESSION PUBLIC COMMENTS

This is the time and place for the general public to address the City Council about the closed session items. Ordinance No. 97-08 (Chino Municipal Code Section 2.04.090) limits speakers to no more than five (5) minutes in which to address the Council, except as provided under Government Code 54954.3(b)(2).

CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code Section 54956.9 Number of Potential Cases: One

2. CONFERENCE WITH REAL PROPERTY NEGOTIATOR

Pursuant to Government Code 54956.8

Property: 15180 Euclid Avenue, Chino; Agency Negotiator: Linda Reich, City Manager or her designee; Negotiating Parties: State of California; Under Negotiation: Price and Terms of Potential Acquisition

3. CONFERENCE WITH LABOR NEGOTIATOR Pursuant to Government Code Section 54957.6
Agency Negotiator: Terry Doyle, Director of Human Resources/Risk Management
Employee Organizations: Chino City Hall Confidential Employee Association; Chino Police Management Association (CPMA); Chino Police Officers Association (CPOA); Chino Police Professional Employees Association (CPPEA); Teamsters Local 1932 Professional, Technical and Clerical Unit; American Federation of State, County, and Municipal Employees (AFSCME District Council 36 - Local 3183); Unrepresented Management Sworn and Professional; Executive Management and Deputy Directors; and Part-time Employees

FLAG SALUTE

CEREMONIALS

Proclamations

Park and Recreation Month - Proclaim July 2025 as Park and Recreation Month.

Presentations

Business of the Month - Award of Business of the Month for June 2025 to Accredited Tax Inc.

REPORT OUT OF CLOSED SESSION

AGENDA ADDITIONS/REVISIONS

INFORMATION

Presentation from San Bernardino Transportation Authority (SBCTA) - Presentation from Otis Greer, Director of Legislative & Public Affairs, SBCTA, on the role Measure I plays in funding transportation projects countywide and its impact on transportation improvements in the City of Chino.

PUBLIC ANNOUNCEMENTS

This is the time and place for the Mayor to inform the public of all upcoming events and past occurrences of communitywide interest and concern.

PUBLIC COMMENTS

This is the time and place for the general public to address the City Council about subjects that do not appear elsewhere on the agenda. Due to Council policy and Brown Act requirements, action will not be taken on any issues not on the Agenda. Ordinance No. 97-08 (Chino Municipal Code Section 2.04.090) limits speakers to no more than five (5) minutes in which to address Council, except as provided under Government Code 54954.3(b)(2). If more than three (3) persons seek to address the same agenda item or the same subject matter, the Mayor shall establish a maximum period of time not to exceed thirty (30) minutes.

CONSENT CALENDAR

At this time, members of the public may present testimony as to why an item should be removed from the Consent Calendar for separate discussion. Unless a member of the public or City Council requests that an item be removed from the Consent Calendar, all items will be acted upon as a whole and by one vote. Items placed on the Consent Calendar represent routine expenditures and/or actions that support ongoing City operations.

1. Warrants. Approve expenses as audited and within budget for warrants 776010 to 776256, and Electronic Fund Transfers 524512E to 524617E, totaling \$5,911,768.12

2. Minutes. Regular Meeting Minutes for June 17, 2025 (all members present).
3. Elected City Officials' Report Regarding Travel, Training, and Meetings. Receive and file the Elected City Officials' Report reflecting City Council business related expenses incurred by the City.
4. Amendment No. 6 to the Chino Desalter Authority (CDA) Joint Exercise of Powers Agreement. Adopt Resolution 2025-036, approving Amendment No. 6 to the CDA Joint Exercise of Powers Agreement, revising Section 2.6 - Stipends for Board of Directors and Alternates and authorize the City Manager to execute any documents on behalf of the City.
5. Adoption of Ordinance No. 2025-003 (Second Reading), Amending Title 20 (Zoning) of the Chino Municipal Code. Approve adoption of Ordinance No. 2025-003, amending Title 20 (Zoning), consisting of modifications and additions to Chapter 20.06 (Commercial Land Uses), Chapter 20.07 (Industrial Land Uses), Chapter 20.23 (Administration), and Chapter 20.24 (Glossary).
ORDINANCE NO. 2025-003 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHINO, CALIFORNIA, AMENDING SELECTED PROVISIONS OF THE ZONING CODE (TITLE 20 OF THE MUNICIPAL CODE) OF THE CITY OF CHINO. PL25-0031 (ZONE ORDINANCE AMENDMENT)
6. Award Professional Services Agreement for Building Plan Check Services. Award a Professional Services Agreement to Building Code Services, Inc. (BCS), Irvine, CA, at a fixed rate of \$85 per hour for all disciplines for building plan check and related services for a term not to exceed five years.
7. Annual Contract Renewals and Blanket Purchase Orders. Authorize the annual contract amendments or renewals, issue blanket purchase orders, and authorize the City Manager to execute all necessary documents on behalf of the City.
8. Amendment to Subdivision Improvement Agreement for Tract Map No. 20161 in The Preserve. Approve an amendment to the Subdivision Improvement Agreement with Chino Preserve Development Corporation, for Tract Map No. 20161 to incorporate provisions for compliance with the City's existing Fill Dirt Agreement with OC Flood Control District.
9. Amend Measure I Five-Year Capital Improvement Plan for Fiscal Year 2024-25 through Fiscal Year 2028-29. Adopt Resolution No. 2025-037 to amend Resolution No. 2024-038 revising the Measure I Capital Improvement Plan for Fiscal Years 2024-25 through Fiscal Year 2028-29.
10. Adopt Measure I Five-Year Capital Improvement Plan and Expenditure Strategy for Fiscal Year 2025-26 through Fiscal Year 2029-30. Adopt Resolution No. 2025-038, approving the Measure I Local Pass-Through Funds Five-Year Capital Improvement Plan and Expenditure Strategy for Fiscal Year 2025-26 through Fiscal Year 2029-30.
11. Professional Services Agreement - Merchants Landscape Services, Inc., for Landscape Maintenance Services for City Parkways. Award a Professional Services Agreement to Merchants Landscape Services, Inc., Rancho Cucamonga, CA, for \$110,000 for Landscape Maintenance Services for the City's Parkways.

NEW BUSINESS

12. Amendment to Chapter 3.32.130 Approval Authority of the Chino Municipal Code. Approve the introduction of Ordinance No. 2025-004 Amendment to Chapter 3.32.130 - Approval Authority of the Chino Municipal Code.

Staff Report By: Fred Galante, City Attorney

RECOMMENDATION: Approve the introduction of Ordinance No. 2025-004 amending the City's purchasing procedures, to authorize the City Manager to approve vehicle purchases, to be read by number and title only, and waiving further reading of the Ordinance.

ORDINANCE NO. 2025-004 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHINO AMENDING PROVISIONS OF THE CHINO MUNICIPAL CODE, AMENDING CHAPTER 3.32 RELATING TO THE CITY'S PURCHASING SYSTEM FOR APPROVAL AUTHORITY

13. Accept the Highway Safety Improvement Program (HSIP) Cycle 12 funding from the California Department of Transportation (Caltrans) and establish Capital Improvement Project (CIP) TR262 - Central Avenue Traffic Signal Safety Improvements Project. Accept the HSIP Cycle 12 funding for \$225,450 from Caltrans and approve the establishment of a new CIP project entitled "Central Avenue Traffic Signal Safety Improvements" (TR262) with a total budget of \$250,500.

Staff Report By: Dennis Ralls, City Traffic Engineer

RECOMMENDATION: 1) Accept and appropriate \$225,450 in Highway Safety Improvement Program (HSIP) Cycle 12 State Funding Grant from the California Department of Transportation (Caltrans) and increase the corresponding grant revenue in Fund 326 for FY 2025-26; 2) establish grant number G7262 and a new CIP project TR262 titled "Central Avenue Traffic Signal Safety Improvements;" 3) appropriate \$25,050 from Measure I Funding 322 as the 10% local match; and 5) authorize the City Manager to execute all necessary documents on behalf of the City.

14. Animal Resource Center of the Inland Empire - FY 2024-25 Fund Allocation. Approve the retroactive appropriation for FY 2024-25 of \$2,502,554 to the General Fund for operations and capital costs to the Animal Resource Center of the Inland Empire.

Staff Report By: Jackie Melendez, Assistant City Manager

RECOMMENDATION: Approve a retroactive appropriation of \$2,502,554 to the General Fund for operational and capital costs associated with the Animal Resource Center of the Inland Empire for FY 2024-25 and authorized the City Manager to execute all necessary documents on behalf of the City.

MAYOR AND COUNCIL REPORTS

This is the time and place for the Mayor and Council Members to report on prescheduled Council Committee Assignment Meetings that were held since the last Regular Council Meeting, and any other items of interest. Upon request by an individual Council Member, the City Council may choose to take action on any of the subject matters listed below.

Mayor Ulloa

15. Community Services, Parks & Recreation Commission Appointments. Approve appointments to the Community Services, Parks & Recreation Commission.

Staff Report By: Mayor Ulloa

RECOMMENDATION: Approve the re-appointment of Commissioners Neal Jerry and Linda Takeuchi and the appointment of Carl Cooper to the Community Services, Parks & Recreation Commission.

Mayor Pro Tem Burton

16. Community Support Fund - Mayor Pro Tem Burton. Approve community support fund contributions to Rebel Ranch and Chino Valley YMCA.

Staff Report By: Mayor Pro Tem Burton

RECOMMENDATION: Approve community support fund contributions of \$500 to Rebel Ranch and \$250 to the Chino Valley YMCA.

Council Member Comstock

17. Community Support Fund - Council Member Comstock. Approve community support fund contributions to Chino Valley Soroptimist and Rebel Ranch.

Staff Report By: Council Member Comstock

RECOMMENDATION: Approve community support fund contributions of \$100 to Chino Valley Soroptimist and \$250 to Rebel Ranch.

Council Member Flores

18. Community Support Fund - Council Member Flores. Approve a community support fund contribution to Rebel Ranch.

Staff Report By: Council Member Flores

RECOMMENDATION: Approve a community support fund contribution of \$500 to Rebel Ranch.

Council Member Lucio

19. Community Support Fund - Council Member Lucio. Approve a community support fund contribution to Rebel Ranch.

Staff Report By: Council Member Lucio

RECOMMENDATION: Approve a community support fund contribution of \$500 to Rebel Ranch.

City Manager's Report

City Attorney's Report

Police Chief's Report

Director's Report

Fire Chief's Report

ADJOURN

The next Regular Meeting of the City Council will be held on Tuesday, July 15, 2025 at 6:00 p.m. (Closed Session no earlier than 4:00 p.m. if necessary) in these Council Chambers.

I, Natalie Gonzaga, City Clerk of the City of Chino, hereby declare that on Thursday, June 26, 2025 this agenda was posted on the south window of Chino City Hall and this agenda together with all of the agenda reports and related documents were posted on the City's website at www.cityofchino.org by myself or under my direction.



Natalie Gonzaga, City Clerk.

**MEMORANDUM
CITY OF CHINO
COMMUNITY SERVICES, PARKS & RECREATION DEPARTMENT**

CITY COUNCIL MEETING DATE: JULY 1, 2025

TO: LINDA REICH, CITY MANAGER

FROM: SILVIA AVALOS, DIRECTOR OF COMMUNITY SERVICES, PARKS & RECREATION

SUBJECT

Park and Recreation Month

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

The recommendation detailed above further the City's values and strategic issues that serve as key pillars on which identified priorities, goals, and action plans are built, by fostering:

- Positive City Image
- Commitment to our Community

C H I N O
Proclamation



WHEREAS, July is nationally celebrated as Park and Recreation Month to promote building strong, vibrant, and resilient communities through the power of parks and recreation; and

WHEREAS, 86% of U.S. adults seek high-quality parks and recreation programs when choosing a place to live; and

WHEREAS, in Chino, we are fortunate to have over 251 acres of park land and open space, which provides opportunities for our community to celebrate the outdoors; and

WHEREAS, parks and recreation promotes physical and mental wellness for community members of all abilities through opportunities to be physically active and socialize with neighbors; and

WHEREAS, parks and recreation programs are vital to establishing and maintaining the quality of life in Chino and contribute to the economic and environmental well-being of our community; and

WHEREAS, parks and recreation programs provide positive alternatives for children and youth during non-school hours to reduce crime; helping youth develop and grow into healthy, productive adults; and

WHEREAS, the Chino Community Services, Park & Recreation Department has adopted the California Park and Recreation Society's Parks Make Life Better® slogan and logo to promote the benefits of parks and recreation; and



WHEREAS, the City of Chino urges all its residents to recognize that parks and recreation enriches the lives of its residents and visitors, as well as adding value to the community's homes and neighborhoods; making Chino a great place to live, work, and play.

NOW, THEREFORE, I, EUNICE M. ULLOA, MAYOR OF THE CITY OF CHINO, do hereby proclaim July 2025 as

Park and Recreation Month

in the City of Chino and urge all residents to enjoy, recognize, and help promote the benefits derived from quality programs, services, and parks, which provide something of value to everyone.

PRESENTED THIS 1ST DAY OF JULY 2025.

Eunice M. Ulloa

EUNICE M. ULLOA, Mayor



ATTEST:

Natalie Gonzaga

NATALIE GONZAGA, City Clerk

**MEMORANDUM
CITY OF CHINO
ADMINISTRATION DEPARTMENT**

CITY COUNCIL MEETING DATE: JULY 1, 2025

TO: MAYOR AND CITY COUNCIL MEMBERS, CITY OF CHINO
FROM: LINDA REICH, CITY MANAGER

SUBJECT

Business of the Month.

**MEMORANDUM
CITY OF CHINO
ADMINISTRATION DEPARTMENT**

CITY COUNCIL MEETING DATE: JULY 1, 2025

TO: MAYOR AND CITY COUNCIL MEMBERS, CITY OF CHINO
FROM: LINDA REICH, CITY MANAGER

SUBJECT

Presentation from San Bernardino Transportation Authority (SBCTA)

**MEMORANDUM
CITY OF CHINO
FINANCE DEPARTMENT**

CITY COUNCIL MEETING DATE: JULY 1, 2025

TO: LINDA REICH, CITY MANAGER

FROM: KIM SAO, DIRECTOR OF FINANCE

SUBJECT

Warrants.

RECOMMENDATION

Approve expenses as audited and within budget for warrants 776010 to 776256, and Electronic Fund Transfers 524512E to 524617E, totaling \$5,911,768.12.

FISCAL IMPACT

Sufficient funds have been included in the Fiscal Year 24-25 Adopted Budget.

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

The recommendation detailed above further the City's values and strategic issues that serve as key pillars on which identified priorities, goals, and action plans are built, by fostering:

- Financial Stability

Revenue:	Expenditure:
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BACKGROUND

As prescribed by Government Code Sections 37202 and 37208, the following demand registers are herewith submitted for Council ratification:

NO.	WARRANTS	CHECK DATE	FY	AMOUNT
1.	776010 – 776135	06/05/25	24-25	\$1,292,085.75
2.	776136 – 776256	06/12/25	24-25	\$908,138.96
3.	524512E – 524569E	06/06/25	24-25	\$1,339,283.40
4.	524570E – 524617E	06/13/25	24-25	\$2,372,260.01
TOTAL				\$5,911,768.12

E: Electronic Fund Transfers

ISSUES/ANALYSIS

See attached exhibit for detailed information on warrants exceeding \$50,000.

Attachment

**MEMORANDUM
CITY OF CHINO
ADMINISTRATION DEPARTMENT**

CITY COUNCIL MEETING DATE: JULY 1, 2025

TO: LINDA REICH, CITY MANAGER

FROM: NATALIE GONZAGA, CITY CLERK

SUBJECT

Minutes.

**CHINO CITY COUNCIL
SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY
REGULAR MEETING - CITY HALL COUNCIL CHAMBERS
13220 CENTRAL AVENUE
CHINO, CA 91710**

TUESDAY, JUNE 17, 2025

MINUTES

**CLOSED SESSION – 5:00 PM
OPEN SESSION – 6:00 PM**

CALL TO ORDER

The June 17, 2025, Regular Meeting of the Chino City Council / Successor Agency to the Redevelopment Agency was called to order at 5:03 pm by Mayor Eunice M. Ulloa in the Council Chambers.

ROLL CALL

PRESENT: Mayor Eunice M. Ulloa, Mayor Pro Tem Curtis Burton, Council Member Karen C. Comstock, Council Member Christopher Flores, and Council Member Marc Lucio

ABSENT: NONE.

CLOSED SESSION PUBLIC COMMENTS

There were no requests to speak.

CLOSED SESSION

City Attorney Fred Galante read into the record the item listed on the Closed Session agenda.

1. CONFERENCE WITH REAL PROPERTY NEGOTIATOR Pursuant to Government Code 54956.8 Property: APN: 1020-282-12; NWC of Chino Ave. & 6th St. 13272 6th Street, Chino; Agency Negotiator: Linda Reich, City Manager or her designee; Negotiating Parties: Tannehill Langdon TR; Under Negotiation: Price and Terms of Potential Acquisition
2. CONFERENCE WITH REAL PROPERTY NEGOTIATOR Pursuant to Government Code 54956.8 Property: APN: 1014-052-04; 5349 Phillips Blvd., Chino, CA 91710 ; Agency Negotiator: Linda Reich, City Manager or her designee; Negotiating Parties: Christopher Thi; Under Negotiation: Price and Terms of Potential Acquisition
3. CONFERENCE WITH LABOR NEGOTIATOR Pursuant to Government Code Section 54957.6 Agency Negotiator: Terry Doyle, Director of Human Resources/Risk Management Employee Organizations: Chino City Hall Confidential Employee Association; Chino Police Management Association (CPMA); Chino Police Officers Association (CPOA); Chino Police Professional Employees Association (CPPEA); Teamsters Local 1932 Professional, Technical and Clerical Unit; American Federation of State, County, and Municipal Employees (AFSCME District Council 36 - Local 3183); Unrepresented Management Sworn and Professional; Executive Management and Deputy Directors; and Part-time Employees

The City Council recessed to Closed Session at 5:05 p.m. and concluded at 6:00 p.m. The City Council reconvened the meeting at 6:07 p.m.

FLAG SALUTE

Council Member Flores led the Pledge of Allegiance.

CEREMONIALS

City of Chino's Community Emergency Response Team (CERT) Program Recognition of the Chino CERT Program for their assistance during the Eaton Fire presented by the Southern Chapter of the California Emergency Services Association (CESA).

Mayor Ulloa called up Diana Manzano-Garcia, Area D Director of the Southern Chapter of the California Emergency Services Association (CESA), and Bryan Ariizumi, California Emergency Services Association, who presented a special recognition to CERT volunteers Anna Cervantes, Jami Decker, Bob Gahagan, Oscar Limon, Lily Valdivia, and Denise School for their response during the Eaton Fire.

Chino Valley Medical Center CEO - Recognition of Chino Valley Medical Center CEO Gail Aviado recognized by Modern Healthcare as a 2025 Leading Women.

Mayor Ulloa presented a Certificate of Recognition to Gail Aviado, CEO, Chino Valley Medical Center, for being recognized by Modern Healthcare as a 2025 Leading Woman. Ms. Aviado, who was accompanied by her family and coworkers, accepted the award.

Chino Valley Fire District - Introduction of New Hire Firefighter/Paramedics.

Mayor Ulloa called up Battalion Chief Dean Smith who provided an introduction of the new Chino Valley Fire Department Firefighters/Paramedics: Julian Alvarado, Gabriel Avila, Robert Figueroa, James Mathias, Matthew Shields, Oscar Topp, and Adam Webb.

REPORT OUT OF CLOSED SESSION

City Attorney Fred Galante reported out of closed session as follows:

1. CONFERENCE WITH REAL PROPERTY NEGOTIATOR Pursuant to Government Code 54956.8 Property: APN: 1020-282-12; NWC of Chino Ave. & 6th St. 13272 6th Street, Chino; Agency Negotiator: Linda Reich, City Manager or her designee; Negotiating Parties: Tannehill Langdon TR; Under Negotiation: Price and Terms of Potential Acquisition

The City Council held a discussion, provided direction, and no further reportable action was taken.

2. CONFERENCE WITH REAL PROPERTY NEGOTIATOR Pursuant to Government Code 54956.8 Property: APN: 1014-052-04; 5349 Phillips Blvd., Chino, CA 91710; Agency Negotiator: Linda Reich, City Manager or her designee; Negotiating Parties: Christopher Thi; Under Negotiation: Price and Terms of Potential Acquisition

The City Council held a discussion, received an update, provided direction to staff, and no further reportable action was taken.

3. CONFERENCE WITH LABOR NEGOTIATOR Pursuant to Government Code Section 54957.6 Agency Negotiator: Terry Doyle, Director of Human Resources/Risk Management Employee Organizations: Chino City Hall Confidential Employee Association; Chino Police

Management Association (CPMA); Chino Police Officers Association (CPOA); Chino Police Professional Employees Association (CPPEA); Teamsters Local 1932 Professional, Technical and Clerical Unit; American Federation of State, County, and Municipal Employees (AFSCME District Council 36 - Local 3183); Unrepresented Management Sworn and Professional; Executive Management and Deputy Directors; and Part-time Employees

The City Council received an update, provided direction, and no further reportable action was taken.

AGENDA ADDITIONS/REVISIONS

City Manager Linda Reich reported there were no additions or revisions to the agenda.

INFORMATION

External Agency Report for June 17, 2025. Receive and file the External Agency Report for June 17, 2025 (Covering Meetings from April 1 - April 30, 2025).

Mayor Ulloa announced the External Agency Report was included in the agenda packet.

PUBLIC ANNOUNCEMENTS

Mayor Ulloa issued a reminder about the following scheduled community events:

Mayor Ulloa thanked the community for attending and viewing the State of the City Address on June 11, 2025. To view the State of the City Address, visit cityofchino.org/sotc.

Chino Kiwanis Club Summer Concert is on Thursday, June 19, 2025 at 7:00 p.m. and Chino Summer Movie Night is on Friday, June 20, 2025 at 6:30 p.m. featuring Beetlejuice Beetlejuice on the City Hall lawn. For information on future events, visit cityofchino.org/events.

Go Skate Day at Ayala Park is on Saturday, June 21, 2025 from 3:00 - 6:00 p.m. For more information, contact CSPR at 909-334-3257.

Chino Fireworks Spectacular at Ruben S. Ayala Park is on Friday, June 27, 2025 from 4:00 - 10:00 p.m., and Saturday, June 28, 2025, from 1:00 - 10:00 p.m. For more information, visit cityofchino.org/fs.

City Hall and most City facilities will close in observance of the Independence Day Holiday on Friday, July 4, with normal operations resuming on Monday, July 7, 2025. Waste Management waste collection services will be delayed by one day and will take place on Saturday, July 5, 2025.

PUBLIC COMMENTS

Pastor Steve Hurlbert, Calvary Chapel Chino Hills, provided the invocation.

Anthony Moreno, District Representative from the office of Senator Susan Rubio, announced a community invitation to their open house event on Saturday, June 21, 2025 from 10:00 a.m. - 1:00 p.m. at their Ontario District Office.

Bob Nigg, spoke in opposition of the Orbis Eden development and requested a status report on the next City Council meeting agenda.

Carissa Ramirez, Chino resident, expressed concern regarding the statement from the Chino Police Department on social media regarding U.S. Immigration and Customs Enforcement

(ICE).

Daniel Medrano, spoke in opposition of the Eden project.

CONSENT CALENDAR

1. Warrants. Approve expenses as audited and within budget for warrants 775889 to 776009 , and Electronic Fund Transfers 524462E to 524511E, totaling \$2,845,198.46

Item No. 2 was pulled from the Consent Calendar for a separate action.

3. Elected City Officials' Report Regarding Travel, Training, and Meetings. Receive and file the Elected City Officials' Report reflecting City Council business related expenses incurred by the City.
4. Report on Priority State and Federal Legislative Issues. Receive and file the Priority Legislative Items Report dated June 17, 2025; the Tracked State Legislation Report; and Position Letters on Legislation.
5. Amendment No. 2 to the Animal Shelter and Control Services Agreement No. 2022-037 Between the City of Chino and Inland Valley Humane Society & S.P.C.A. (IVHS). Approve Amendment No. 2 with IVHS to allow early transfer of certain response services and transitions to the Animal Resource Center of the Inland Empire (ARC), including clarified indemnification terms.
6. Notice of Completion - Ayala Park Improvements Phase 1B-Softball Fields 1-4 Project (PK231). Accept the Ayala Park Improvements Phase 1B-Softball Fields 1-4 Project complete by Act 1 Construction, Inc., Norco, CA; authorize the City Manager to file the Notice of Completion; and release the retention funds following the 35-day lien period.
7. Landscape and Streetlight Maintenance District Assessment for Fiscal Year 2025-26. Adopt Resolution No. 2025-031 directing the filing of an annual report; adopt Resolution No. 2025-032 approving the Engineer's Report; and adopt Resolution No. 2025-033 declaring its intention to order improvements for Assessment Districts.
8. Award a Construction Contract to Gentry Brothers, Inc. for the Citywide Slurry & Pavement Improvements FY2025 Project (NC251). Approve the plans and specifications for construction and award a construction contract to Gentry Brothers, Inc., Project NC251 for \$1,663,600; and authorize up to \$166,360 (10% of the contract amount) for construction contingencies.

Motion by Council Member Lucio, seconded by Mayor Pro Tem Burton, to approve the Consent Calendar items 1, and 3-8 as presented. The motion carried by the following vote:

AYES: ULLOA, BURTON, COMSTOCK, FLORES, AND LUCIO

NOES: NONE.

ABSENT: NONE.

ITEMS PULLED FROM THE CONSENT CALENDAR

2. Minutes. (a) Regular Meeting Minutes for June 3, 2025 (Council Member Comstock Absent-Excused); (b) Special Meeting Minutes for June 11, 2025 (Mayor Ulloa Absent-Excused).

Motion by Mayor Pro Tem Burton, seconded by Council Member Flores, to approve Item 2. Minutes as presented. The motion carried by the following vote:

AYES: BURTON, FLORES, AND LUCIO

NOES: NONE.

ABSENT: NONE.

ABSTAIN: ULLOA, AND COMSTOCK

PUBLIC HEARINGS

9. Introduction of Ordinance 2025-003 - Zoning Ordinance Amendment (PL25-0031). A proposed amendment to Title 20 (Zoning) of the Chino Municipal Code consisting of modifications and additions to Chapter 20.06 (Commercial Land Uses), Chapter 20.07 (Industrial Land Uses), Chapter 20.23 (Administration), and Chapter 20.24 (Glossary).

Staff Report By: Andrea Gilbert, City Planner

RECOMMENDATION: 1) Conduct a Public Hearing; 2) approve the introduction of Ordinance No. 2025-003, a proposed amendment to Title 20 (Zoning) of the Chino Municipal Code, consisting of modifications and additions to Chapter 20.06 (Commercial Land Uses), Chapter 20.07 (Industrial Land Uses), Chapter 20.23 (Administration), and Chapter 20.24 (Glossary), to be read by number and title only, and waive further reading of the Ordinance.

Mayor Ulloa opened the public hearing.

Andrea Gilbert, City Planner, provided a presentation on the item.

There being no requests to address the City Council on this item, Mayor Ulloa closed the public hearing.

City Attorney Galante read the Ordinance by number and title only, waiving further reading of the ordinance:

ORDINANCE NO. 2025-003 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHINO, CALIFORNIA, AMENDING SELECTED PROVISIONS OF THE ZONING CODE (TITLE 20 OF THE MUNICIPAL CODE) OF THE CITY OF CHINO. PL25-0031 (ZONE ORDINANCE AMENDMENT)

Motion by Council Member Comstock, seconded by Mayor Pro Tem Burton, to 1) Conduct a Public Hearing; 2) approve the introduction of Ordinance No. 2025-003, a proposed amendment to Title 20 (Zoning) of the Chino Municipal Code, consisting of modifications and additions to Chapter 20.06 (Commercial Land Uses), Chapter 20.07 (Industrial Land Uses), Chapter 20.23 (Administration), and Chapter 20.24 (Glossary), to be read by number and title only, and waive further reading of the Ordinance. The motion carried by the following vote:

AYES: ULLOA, BURTON, COMSTOCK, FLORES, AND LUCIO

NOES: NONE.

ABSENT: NONE.

10. Community Development Block Grant (CDBG) 2025-30 Consolidated Plan and 2025-26 One-Year Action Plan. Conduct a Public Hearing and approve the 2025-30 Five-Year Consolidated Plan, which includes the 2025-26 One-Year Action Plan governing the use of Community Development Block Grant (CDBG) Funds.

Staff Report By: Traci Rossetti-Smith, Senior Management Analyst

RECOMMENDATION: 1) Conduct a public hearing to receive comment; 2) approve the 2025-30 Five-Year Consolidated Plan, which includes the 2025-26 One-Year Action Plan governing the use of Community Development Block Grant (CDBG) funds; 3) Carryover an estimated amount of \$80,080.01 in unexpended funds from Program Year 2023-24; 4) authorize the City Manager to execute all required United States Department of Housing and Urban Development (HUD) documents and submit the 2025-30 Five-Year Consolidated Plan inclusive of the 2025-26 One-Year Action Plan to HUD; and 5) authorize staff to complete all federal environmental reviews per 24 Code of Federal Regulations (CFR), Part 58.

Mayor Ulloa opened the public hearing.

Traci Rossetti-Smith, Senior Management Analyst, provided a presentation on the item.

There being no requests to address the City Council on this item, Mayor Ulloa closed the public hearing.

Mayor Ulloa inquired if CDBG funds can be allocated for additional parking at Monte Vista park. City Manager Reich confirmed future CDBG funds can be used for the site since it is located within the CDBG area.

Motion by Council Member Flores, seconded by Council Member Comstock, to 1) Conduct a public hearing to receive comment; 2) approve the 2025-30 Five-Year Consolidated Plan, which includes the 2025-26 One-Year Action Plan governing the use of Community Development Block Grant (CDBG) funds; 3) Carryover an estimated amount of \$80,080.01 in unexpended funds from Program Year 2023-24; 4) authorize the City Manager to execute all required United States Department of Housing and Urban Development (HUD) documents and submit the 2025-30 Five-Year Consolidated Plan inclusive of the 2025-26 One-Year Action Plan to HUD; and 5) authorize staff to complete all federal environmental reviews per 24 Code of Federal Regulations (CFR), Part 58. The motion carried by the following vote:

AYES: ULLOA, BURTON, COMSTOCK, FLORES, AND LUCIO

NOES: NONE.

ABSENT: NONE.

11. Adoption of Resolution 2025-030 - Annual Adjustment of Development Impact Fees, Park Development Fees & Administrative Fee for Fiscal Year 2025-26. Adopt Resolution 2025-030 authorizing the annual adjustment of Development Impact Fees, Park Development Fees & Administrative Fee for Fiscal Year 2025-26.

Staff Report By: Sylvia Ramos, Contracts & DIF Administrator

RECOMMENDATION: 1) Conduct a duly noticed public hearing in accordance with Government Code Section 66016; 2) find that the City's Development Impact Fee (DIF) program continues to represent the most expedient and equitable mechanism for financing the construction and improvement of public facilities necessitated by development; 3) adopt Resolution No. 2025-030 authorizing: (a) the annual adjustment of DIF based on the applicable Engineering News-Record (ENR) Construction Cost Index escalator, consistent with the City's adopted passthrough methodology; (b) the reduction of the Capital Administration Fee from 12% to 3% to reflect actual costs incurred by the City for administering the DIF program; and (c) the update of Residential Park Development Fees pursuant to the provisions of Title 18 of the Chino Municipal Code; and 4) authorize staff to implement the adjusted fees effective 60 days after adoption of Resolution No. 2025-30, in accordance with Government Code Section 66017.

Mayor Ulloa opened the public hearing.

Sylvia Ramos, Contracts & DIF Administrator, provided a presentation on the item.

There being no requests to address the City Council on this item, Mayor Ulloa closed the public hearing.

Motion by Council Member Lucio, seconded by Mayor Pro Tem Burton, to 1) Conduct a duly noticed public hearing in accordance with Government Code Section 66016; 2) find that the City's Development Impact Fee (DIF) program continues to represent the most expedient and equitable mechanism for financing the construction and improvement of public facilities necessitated by development; 3) adopt Resolution No. 2025-030 authorizing: (a) the annual adjustment of DIF based on the applicable Engineering News-Record (ENR) Construction Cost Index escalator, consistent with the City's adopted passthrough methodology; (b) the reduction of the Capital Administration Fee from 12% to 3% to reflect actual costs incurred by the City for administering the DIF program; and (c) the update of Residential Park Development Fees pursuant to the provisions of Title 18 of the Chino Municipal Code; and 4) authorize staff to implement the adjusted fees effective 60 days after adoption of Resolution No. 2025-30, in accordance with Government Code Section 66017. The motion carried by the following vote:

AYES: ULLOA, BURTON, COMSTOCK, FLORES, AND LUCIO

NOES: NONE.

ABSENT: NONE.

12. Comprehensive User Fee Study. Conduct a Public Hearing and adopt Resolution No. 2025-029, updating user fees for City-provides services.

Staff Report By: Kim Sao, Director of Finance and Tony Thrasher, Willdan

RECOMMENDATION: Conduct a public hearing to consider the proposed Resolution No. 2025-029 to adopt new and changed City fees for service per the Comprehensive User Fee Study Report.

Mayor Ulloa opened the public hearing.

Linda Reich, City Manager provided a brief introduction on the user fee study. Kim Sao, Director of Finance and Tony Thrasher, Willdan Financial Consultant, provided a presentation on the comprehensive study of the City's user fees.

Ms. Sao announced a correction on the proposed Resolution No. 2025-029, noting the correction to the future annual CPI adjustment, will be amended to change the effective date from February 1 to July 1; however, the February 1 date will be used to determine the CPI value to use. A redlined copy was provided to the City Council for reference.

Ms. Sao also announced a correspondence was received from the Building Industry Association (BIA) regarding this item and was provided to the City Council. The BIA requested a 50% phased implementation of the fee increase beginning August 18 and completing in June 2026. Ms. Sao noted that staff does not recommend implementing a phased approach.

Ana Gromis, Representative from BIA San Bernardino County, provided a public comment, sharing three concerns and requesting modifications regarding fee increases including 1) phased increase of fee increases 2) plan check valuation table should be modified for larger projects over 1 million; 3) any in-progress submission prior to August 18, will not be impacted by the new fee structure; and requested a 30 day delay of the approval to allow for continued discussion and clarity.

There being no additional requests to address the City Council on this item, Mayor Ulloa closed the public hearing.

Council Member Burton inquired about the historical increases to Chino's user fees. Ms. Sao explained this is the first formal comprehensive study by a consultant since the 1980's. Since this time, Staff has done incremental increases. Council Member Burton noted that developers typically pay higher fees elsewhere and have benefited from lower costs in Chino.

Council Member Comstock inquired about the consideration of in-progress project fees.

Warren Morelion, Director of Development Services, explained that for existing applications, the applicant can pay fees prior to the implementation of the new fees.

City Attorney Galante clarified that an applicant would have the option to prepay the applicable fees under the existing rates, and if they choose not to prepay, the new fees would apply once the updated fee structure is in place.

Council Member Lucio asked for an example of a user fee that is increasing by 400%.

Mayor Ulloa reopened the public hearing to allow Ms. Gromis to answer.

Ms. Gromis, Representative from BIA San Bernardino County, noted some high-percentage increases, including simple inspection, traffic control fees, right-of-way encroachment permit for a minor encroachment, special conditional use permit, and master site approval review. But could not provide examples of fee increases.

Discussion ensued regarding the fee amount changes in dollars versus percentages.

Mayor Ulloa closed the public hearing.

Mayor Ulloa noted the clarification to the motion to include in-progress applications, if an application submitted prior to the effective date, the current fee structure will apply, provided the applicant prepays before implementation of new user fees on August 18, 2025, and a correction to the resolution establishing a CIP effective date of July 1.

Motion by Council Member Comstock, seconded by Mayor Pro Tem Burton, to conduct a public hearing to consider the proposed Resolution No. 2025-029 with modification to include: in-progress applications, if an application submitted prior to the effective date, the current fee structure will apply, provided the applicant prepays before implementation of new user fees on August 18, 2025, and a correction to the resolution establishing a CIP effective date of July 1, to adopt new and changed City fees for service per the Comprehensive User Fee Study Report. The motion carried by the following vote:

AYES: ULLOA, BURTON, COMSTOCK, FLORES, AND LUCIO

NOES: NONE.

ABSENT: NONE.

NEW BUSINESS

13. Fiscal Year 2025-2026 Budget Adoption. Approve the Fiscal Year (FY) 2025-26 Proposed Budget and Appropriations Limit for Fiscal Year 2025-26 and authorize the City Manager to execute all necessary documents on behalf of the City.

Staff Report By: Kim Sao, Director of Finance

RECOMMENDATION: 1) Adopt Resolution No. 2025-034, approving the Fiscal Year (FY) 2025-26 Proposed Budget; 2) adopt Resolution No. 2025-035, approving the Appropriations Limit for Fiscal Year 2025-26; and 3) authorize the City Manager to execute all necessary documents on behalf of the City.

Kim Sao, Director of Finance, provided a presentation, noting that due to updates, including an adjustment in the DIF fee rate from 12% to 3%, outlined in Agenda Item 11, the General Fund revenue estimates has been reduced by \$3 million, and as a result, the previously projected surplus will be reduced accordingly.

Ms. Sao reported that Exhibit A was revised to reflect additional changes included in the summary and a revised attachment was provided to the City Council.

Mayor Ulloa spoke regarding Measure V accountability, noting that the current report only reflects a high-level summary, and requested that staff provide a breakdown of how the full \$24 million in Measure V revenue is allocated, particularly the \$8 million not clearly identified in the summary. Ms. Sao assured she will provide the City Council with a detailed breakdown of those figures and noted she is working with the Administration Department to develop a transparency portal on the City's website.

Council Member Lucio agreed the list of Measure V funded projects should include project details and be made available on the City's website.

Council Member Comstock noted she shared with City Manager Reich the Capital Improvement Project online portal tracker can include Measure V funded projects.

City Manager Reich spoke regarding signs used to identify projects funded by Measure V and Measure I, and confirmed that Measure V information will be published on the website by September 2025.

Council Member Lucio inquired what facilities were included in the Civic Center paint and repairs project. City Manager Reich confirmed it included the entire Civic Center.

Motion by Council Member Comstock, seconded by Council Member Lucio, to 1) Adopt Resolution No. 2025-034, approving the Fiscal Year (FY) 2025-26 Proposed Budget; 2) adopt Resolution No. 2025-035, approving the Appropriations Limit for Fiscal Year 2025-26; and 3) authorize the City Manager to execute all necessary documents on behalf of the City. The motion carried by the following vote:

AYES: ULLOA, BURTON, COMSTOCK, FLORES, AND LUCIO

NOES: NONE.

ABSENT: NONE.

14. Award of Contract - Citywide Janitorial Services. Award a professional services contract with CCS Facility Services-Orange County Inc., Costa Mesa, CA for Citywide Janitorial Services in the amount of \$580,753.06, with four additional one-year options to renew.

Staff Report By: Jeff Benson, Parks & Facilities Manager

RECOMMENDATION: Award a professional services contract with CCS Facility Services-Orange County Inc., Costa Mesa, CA for Citywide Janitorial Services, in the amount of \$580,753.06 with four additional one-year options to renew and authorize the City Manager to execute all necessary documents on behalf of the City.

Jeff Benson, Parks & Facilities Manager, provided a report on the item.

Motion by Mayor Pro Tem Burton, seconded by Council Member Lucio, to Award a professional services contract with CCS Facility Services-Orange County Inc., Costa Mesa, CA for Citywide Janitorial Services, in the amount of \$580,753.06 with four additional one-year options to renew and authorize the City Manager to execute all necessary documents on behalf of the City. The motion carried by the following vote:

AYES: ULLOA, BURTON, COMSTOCK, FLORES, AND LUCIO

NOES: NONE.

ABSENT: NONE.

15. Amendment No. 5 to Professional Services Agreement with Kaplan Kirsch, LLC for Legal Services. Approve Amendment No. 5 to the Professional Services Agreement for legal services with Kaplan Kirsch, LLC, in the amount of \$220,000.

Staff Report By: Natalie Avila, Associate Engineer

RECOMMENDATION: Approve Amendment No. 5 to the professional services agreement for legal services with Kaplan Kirsch, LLC, (Contract 2022-285), in the amount of \$220,000, for a total contract amount not to exceed \$310,000; and authorize the City Manager to execute all necessary documents on behalf of the City.

Natalie Avila, Associate Engineer, provided a presentation on the item.

Mayor Ulloa inquired about the long-term contamination of the City's Well No. 11 by a TCE plume originating from a GE facility in Ontario. Ms. Avila explained that the City has engaged Kaplan Kirsh, LLC for legal assistance in negotiating with GE and regulatory agencies, with the goal of securing ongoing financial support for treatment and maintenance. Mayor Ulloa emphasized the importance of securing a long-term solution rather than a one-time settlement.

Mayor Pro Tem Burton asked how long the well has been offline. Ms. Avila responded that it has been inactive since 2018 and there were reports of reduced water pressure in nearby areas. Ms. Avila noted while some improvements have been made, service levels have not fully returned. Ms. Avila confirmed that the City can evaluate whether the costs associated with these improvements can be recovered.

Hye Jin Lee, Director of Public Works, explained that once a contaminant plume spreads underground, it is difficult to fully remove, and wells located downstream must be treated. Ms. Lee confirmed that five city wells are currently out of service due to contamination.

Motion by Mayor Pro Tem Burton, seconded by Council Member Lucio, to Approve Amendment No. 5 to the professional services agreement for legal services with Kaplan Kirsch, LLC, (Contract 2022-285), in the amount of \$220,000, for a total contract amount not to exceed \$310,000; and authorize the City Manager to execute all necessary documents on behalf of the City. The motion carried by the following vote:

AYES: ULLOA, BURTON, COMSTOCK, FLORES, AND LUCIO

NOES: NONE.

ABSENT: NONE.

16. Professional Services Agreement for Community Facilities District Program Management and Related Services. Award a Professional Services Agreement to David Taussig and Associates, Inc. for \$265,000 for the Community Facilities District Program Management and related services.

Staff Report By: Sylvia Ramos, Contracts & DIF Administrator

RECOMMENDATION: Award a Professional Services Agreement to David Taussig and Associates, Inc. for \$265,000 for the Community Facilities District Program Management and related services; and authorize the City Manager to execute the necessary documents on behalf of the City.

Sylvia Ramos, Contracts & DIF Administrator provided a presentation on the item.

Motion by Council Member Comstock, seconded by Council Member Flores, to Award a Professional Services Agreement to David Taussig and Associates, Inc. for \$265,000 for the Community Facilities District Program Management and related services; and authorize the City Manager to execute the necessary documents on behalf of the City. The motion carried by the following vote:

AYES: ULLOA, BURTON, COMSTOCK, FLORES, AND LUCIO

NOES: NONE.

ABSENT: NONE.

MAYOR AND COUNCIL REPORTS

Mayor Ulloa

17. Community Support Fund - Mayor Ulloa. Approve community support fund contributions for multiple non-profits and community groups for the Fiscal Year 2024-25.

Staff Report By: Mayor Eunice M. Ulloa

RECOMMENDATION: Approve community support fund contributions of \$225 to Boy Scout Troop 201, \$225 to Boy Scout Troop 205, \$225 to Trail Life Troop 2678, \$225 to Chino American Little League, \$500 to Chino Youth Boxing Foundation, \$200 to Chino Girls Fastpitch, \$200 to Chino High School Sports Booster, \$200 to Chino Youth Museum, \$1,000 Rebel Ranch, \$200 to Don Lugo High School Sports Booster, \$200 to Food for Life Ministry, \$200 to HOPE Family Resource Center, \$250 to Kiwanis Club of Chino (Corn Feed Run), \$250 to Isaish's Rock, \$200 to Soroptimist International of the Chino Valley, and \$200 to Uchooz Positive Youth.

Motion by Council Member Lucio, seconded by Council Member Flores, to Approve community support fund contributions of \$225 to Boy Scout Troop 201, \$225 to Boy Scout Troop 205, \$225 to Trail Life Troop 2678, \$225 to Chino American Little League, \$500 to Chino Youth Boxing Foundation, \$200 to Chino Girls Fastpitch, \$200 to Chino High School Sports Booster, \$200 to Chino Youth Museum, \$1,000 Rebel Ranch, \$200 to Don Lugo High School Sports Booster, \$200 to Food for Life Ministry, \$200 to HOPE Family Resource Center, \$250 to Kiwanis Club of Chino (Corn Feed Run), \$250 to Isaish's Rock, \$200 to Soroptimist International of the Chino Valley, and \$200 to Uchooz Positive Youth. The motion carried by the following vote:

AYES: ULLOA, BURTON, COMSTOCK, FLORES, AND LUCIO

NOES: NONE.

ABSENT: NONE.

Mayor Ulloa reported on the following meetings and events including the Omnitrans Board of Directors meeting; San Bernardino Transportation Authority Board of Directors meeting; Employee Recognition luncheon, and congratulated all award recipients, including Sheri Beckett, Budget Manager, who received multiple recognitions; Chino Hills State of the City address; Senior Birthdays Celebration; Boy Scout Troop 201 Eagle Scout Court of Honor ceremony for Mark Anthony Roberts, Garrett Hayakawa, Chase Wilson, Andrew Shu, and her grandson Trent Ulloa; CSPR Commission interviews; Sea Scout Quartermaster Award reception for her grandson Trent Ulloa; Mayors Prayer Breakfast; City of Chino State of the City; Omnitrans Administration and Finance Committee meeting; San Bernardino County Transportation Authority Transit Committee meeting; San Bernardino County Transportation Metro Valley Committee meeting; Inland Empire Utilities Agency meeting; Chino Basin Program Stakeholder workshop; Chino Postmaster virtual meeting; Legislative Policy Committee meeting; City Manager meeting; closed session; and wished her husband a happy 50th Wedding Anniversary.

Mayor Pro Tem Burton

Mayor Pro Tem Burton reported on the following meetings and events including the Yorba Slaughter Adobe tour; Employee Recognition luncheon; Chino Basin Desalter Authority meeting; Inland Empire Utilities Agency Board meeting; Chino Hills State of the City address; South Coast Air Quality Management District Board meeting; CSPR Commission interviews; City Manager meeting; Mayors Prayer breakfast; Special City Council Meeting; State of the City; Inland Empire Utilities Agency workshop; Kiwanis Concerts on the Lawn; Water Facilities tour; City Manager meeting; Cultural Arts Foundation meeting; thanked Bob Nigg and Daniel Medrano for their public comments; provided a reminder about the City of Chino Facts webpage; wished Mayor Ulloa a happy Wedding Anniversary.

Council Member Comstock

Council Member Comstock reported on the following meetings and events including the City Manager meeting; CSPR Commission interviews, and thanked the applicants who applied;

meeting regarding a local business concern; Special City Council meeting; State of the City; congratulated the Spirit of Achievement Award recipients Joe and Bernadette Berterretche of Centro Basco Restaurant; Business of the Year award recipients Hottingers Family Meats and Chino Veterinary Hospital; City Manager meeting; Legislative Policy Committee meeting; closed session; congratulated the CERT members; extended sympathies to the Fraga Family and Younquist Family; wished Mayor Ulloa a Happy Wedding anniversary; and noted she and Mayor Pro Tem Burton will be in Sacramento regarding the California Institution for Men (CIM) audit item.

Council Member Flores

Council Member Flores wished all of the Fathers a belated Happy Fathers Day; congratulated the Berterretche family, recipient of the Spirit of Achievement; and congratulated Mayor Ulloa on her Wedding Anniversary.

Council Member Lucio

Council Member Lucio extended warm wishes to Mayor Ulloa on her Wedding Anniversary and wished his wife a Happy Birthday.

City Manager's Report

City Manager Reich thanked staff for their efforts in preparing the State of the City address and the Employee Recognition luncheon, and thanked the City Council for their approval of the budget and user fees items, as well as for their ongoing guidance and for their participation in the State of the City address.

City Attorney's Report

City Attorney Galante complimented the State of the City address and reported his responses regarding the Orbis Eden project must be provided during the appeal to the City Council.

Police Chief's Report

Captain Croley, spoke regarding the Police Department's policy regarding working with Federal immigration enforcement operations and priority to keep Chino safe.

Mayor Pro Tem Burton and Council Member Comstock spoke in support of the Police Department and recent legislative efforts.

Director's Report

Hye Jin Lee, Director of Public Works, reported the consumer confidence report regarding water quality will be available soon in all public buildings and published on the City website.

Silvia Avalos, Director of Community Services, Parks & Recreation (CSPR), announced the promotion of Ted Bistarkey, CSPR Manager, as the Deputy Director of CSPR.

Fire Chief's Report

Battalion Chief Dean Smith thanked the City Council for the opportunity to introduce the new firefighter paramedics; announced the approval of the bid contract for Fire Station 68 and noted the groundbreaking will take place within next 30 days; and reported the delivery of an Aircraft Rescue and Firefighting (ARFF) vehicle, a joint effort with San Bernardino County, to serve the Chino Airport, which will improve the airport response time.

ADJOURN

The meeting adjourned at 8:57 p.m. The next Regular Meeting of the City Council will be held on Tuesday, July 1, 2025 at 6:00 p.m. (Closed Session no earlier than 4:00 p.m. if necessary) in these Council Chambers.

APPROVED AND ADOPTED THIS 1ST DAY OF JULY 2025.

EUNICE M. ULLOA, MAYOR

ATTEST:

NATALIE GONZAGA, CITY CLERK

(These minutes are not official until signed.)

**MEMORANDUM
CITY OF CHINO
ADMINISTRATION DEPARTMENT**

CITY COUNCIL MEETING DATE: JULY 1, 2025

TO: LINDA REICH, CITY MANAGER

FROM: NATALIE GONZAGA, CITY CLERK

SUBJECT

Elected City Officials' Report Regarding Travel, Training, and Meetings.

RECOMMENDATION

Receive and file the Elected City Officials' Report reflecting City Council business related expenses incurred by the City.

FISCAL IMPACT

Sufficient funding is available in the adopted Fiscal Year 2024-25 Operating Budget.

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

The recommendation detailed above furthers the City's values and strategic issues that serve as key pillars on which identified priorities, goals, and action plans are built, by fostering:

- Superior Customer Service
- Responsible Long-Range Planning
- Exemplary Leadership
- Public Service Excellence through Internal and External Partnerships

Revenue:	Expenditure: 1002000-43320
Transfer In:	Transfer Out:

CITY COUNCIL MEETING DATE: JULY 1, 2025

TITLE: ELECTED CITY OFFICIALS' REPORT REGARDING TRAVEL, TRAINING, AND MEETINGS.

PAGE: 2

BACKGROUND

In accordance with Government Code Sections 53232.2 and 53232.3, implementing Assembly Bill (AB) 1234 on January 1, 2006, the City adopted Resolution No. 2005-093 establishing a Business-Related Expense Policy. On December 6, 2016, the City approved Resolution No. 2016-075 adopting the latest revisions to this policy. In addition to requiring local agencies to adopt a business-related expense policy, AB 1234 requires that Elected Officials provide a brief report on meetings attended at the expense of the local agency at the next regular meeting of the legislative body.

ISSUES/ANALYSIS

In response to AB 1234, a report regarding Elected City Officials' Travel, Training, and Meetings (Exhibit A) was created and is placed on the City Council Agenda Consent Calendar, as needed. The documents that pertain to the items listed on Exhibit A are available for public inspection at the City Clerk's office located in City Hall at 13220 Central Avenue, Chino, CA.

Attachment – Exhibit A

Event Date	Meeting Purpose and Subject Matter	Location	City Official Attendees
June 30, 2025	Cal Cities Annual Joint Meeting Inland Empire/Desert Mountain/Riverside Divisions	Riverside, CA	Mayor Ulloa Council Member Comstock Council Member Flores

**MEMORANDUM
CITY OF CHINO
ADMINISTRATION DEPARTMENT**

CITY COUNCIL MEETING DATE: JULY 1, 2025

TO: MAYOR AND CITY COUNCIL MEMBERS, CITY OF CHINO

FROM: LINDA REICH, CITY MANAGER

SUBJECT

Amendment No. 6 to the Chino Desalter Authority (CDA) Joint Exercise of Powers Agreement.

RECOMMENDATION

Adopt Resolution 2025-036, approving Amendment No. 6 to the CDA Joint Exercise of Powers Agreement, revising Section 2.6 – Stipends for Board of Directors and Alternates and authorize the City Manager to execute any documents on behalf of the City.

FISCAL IMPACT

No fiscal impact.

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

The recommendation detailed above further the City's values and strategic issues that serve as key pillars on which identified priorities, goals, and action plans are built, by fostering:

- Responsible Long-Range Planning
- Exemplary Leadership
- Public Service Excellence through Internal and External Partnerships

BACKGROUND

A Joint Exercise of Powers Agreement (JPA) creating the Chino Basin Desalter Authority (CDA) was entered into on September 25, 2001 by the Jurupa Community Services District (JCSD), the Santa Ana River Water Company (SARWC), the Inland Empire Utilities Agency, and the cities of Chino, Chino Hills, Norco and Ontario. Since this date, the following amendments to the original JPA agreement have been approved:

Amendment No. 1 dated on or about December 11, 2001 provided for additional time to fulfill certain conditions and avoid dissolution of the CDA.

Amendment No. 2 dated October 30, 2008, provided for the addition of the Western Municipal Water District of Riverside County (WMWD) as a member of the CDA, and the hiring of CDA staff.

Amendment No. 3 dated February 18, 2010, provided for a revised Phase 3 desalter expansion project scope and schedule.

Amendment No. 4 dated March 21, 2012 allows a CDA member to designate, by written notice, one Director and at least one (but up to two) alternate Director.

Amendment No. 5, dated July 20, 2013, permits the CDA to hire or appoint a Treasurer without requiring the Treasurer of the CDA to be the Treasurer of IEUA.

ISSUES/ANALYSIS

On May 1, 2025, the CDA Board of Directors approved CDA Resolution 2025-02, approving Amendment No. 6 to the Agreement creating the CDA, subject to approval of the governing body of each CDA Member Agency.

Amendment No. 6 revises Section 2.6 of the JPA Agreement to address the stipend amounts for both Directors and Alternate Directors of the CDA Board to read the following:

Stipend. The CDA shall pay a stipend to each of the Members of the Board, including each ex-officio Member, in the amount(s) and for attendance at such meeting(s) as determined by the Board of Directors by Resolution. In addition, a Director or alternate Director shall be reimbursed for reasonable expenses incurred in the conduct of the business of the CDA.

Therefore, it is recommended the City Council adopt Resolution 2025-036, approving Amendment No. 6 to the CDA Joint Exercise of Powers Agreement.

Attachment – Resolution 2025-036

RESOLUTION NO. 2025-036

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHINO, CALIFORNIA, APPROVING AMENDMENT NO. 6 TO JOINT EXERCISE OF POWERS AGREEMENT CREATING THE CHINO BASIN DESALTER AUTHORITY

WHEREAS, a Joint Exercise of Powers Agreement (“Original Agreement”) creating the Chino Basin Desalter Authority (“CDA”) was made and entered into as of the 25th day of September, 2001 by and among the Jurupa Community Services District (“JCSD”), the Santa Ana River Water Company (“SARWC”), the cities of Chino (“Chino”), Chino Hills (“Chino Hills”), Norco (“Norco”) and Ontario (“Ontario”) and the Inland Empire Utilities Agency (“IEUA”) (collectively the “Original Members” and individually, an “Original Member”); and

WHEREAS, Amendment No. 1 to the Original Agreement (“Amendment No. 1”) was entered into by the Original Members as of December 11, 2001; and

WHEREAS, Amendment No. 2 to the Original Agreement (“Amendment No. 2”), dated as of October 30, 2008, was entered into by the Original Members and Western Municipal Water District, a California water district (“WMWD”); the Original Members and WMWD are collectively referred to herein as the (“Members”); and

WHEREAS, the Members entered into Amendment No. 3 to the Original Agreement (“Amendment No. 3”), dated as of February 18, 2010; and

WHEREAS, the Members entered into Amendment No. 4 to the Original Agreement (“Amendment No. 4”), dated on or about March 21, 2012; and

WHEREAS, the Members entered into Amendment No. 5 to the Original Agreement (“Amendment No. 5”), dated on or about July 20, 2013; and

WHEREAS, the Original Agreement, as amended by Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, and Amendment No. 5 is referred to herein as the “Agreement”; and

WHEREAS, the Members now desire to enter into Amendment No. 6 to Joint Exercise of Powers Agreement creating the Chino Basin Desalter Authority (“Amendment No. 6”) to authorize the CDA Board of Directors to set the stipend to be paid to each Director or Alternate Director by resolution, as more particularly described in Exhibit A hereto; and

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Chino hereby declares, finds, and determines as follows:

Section 1. The recitals set forth above are true and correct.

Section 2. Amendment No. 6 attached hereto as Exhibit A is hereby approved.

Section 3. The City Manager is hereby authorized and directed to execute and deliver Amendment No. 6 and any and all documents and instruments and to do and cause to be done any and all acts and things necessary or proper to approve, authorize and/or implement Amendment No. 6 and this Resolution.

Section 4. Unless the context clearly requires otherwise, all terms used herein and not otherwise defined shall have the meanings given such terms in Amendment No. 6.

Section 5. This Resolution shall take effect immediately.

PASSED, APPROVED AND ADOPTED THIS 1st DAY OF JULY, 2025.

EUNICE M. ULLOA, MAYOR

ATTEST:

NATALIE GONZAGA, CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO) §.
CITY OF CHINO)

I, NATALIE GONZAGA, City Clerk of the City of Chino, do hereby certify that the foregoing Resolution was duly adopted by the City Council at a regular meeting held on the 1st day of July 2025 by the following votes:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

NATALIE GONZAGA, CITY CLERK

Exhibit A

AMENDMENT NO. 6 TO
JOINT EXERCISE OF POWERS AGREEMENT
creating the
CHINO BASIN DESALTER AUTHORITY

[Attached on following pages.]

**AMENDMENT NO. 6 to
JOINT EXERCISE OF POWERS AGREEMENT
creating the
CHINO BASIN DESALTER AUTHORITY**

WHEREAS, a Joint Exercise of Powers Agreement (“Original Agreement”) creating the Chino Basin Desalter Authority (“CDA”) was made and entered into as of the 25th day of September, 2001 by and among the Jurupa Community Services District (“JCSD”), the Santa Ana River Water Company (“SARWC”), the cities of Chino (“Chino”), Chino Hills (“Chino Hills”), Norco (“Norco”) and Ontario (“Ontario”) and the Inland Empire Utilities Agency (“IEUA”) (collectively, the “Original Members” and individually, an “Original Member”); and

WHEREAS, Amendment No. 1 to the Original Agreement (“Amendment No. 1”) was entered into by the Original Members as of December 11, 2001; and

WHEREAS, Amendment No. 2 to the Original Agreement (“Amendment No. 2”), dated as of October 30, 2008, was entered into by the Original Members and Western Municipal Water District, a California water district (“WMWD”; the Original Members and WMWD are collectively referred to herein as the “Members”); and

WHEREAS, the Members entered into Amendment No. 3 to the Original Agreement (“Amendment No. 3”), dated as of February 18, 2010; and

WHEREAS, the Members entered into Amendment No. 4 to the Original Agreement (“Amendment No. 4”), dated on or about March 21, 2012; and

WHEREAS, the Members entered into Amendment No. 5 to the Original Agreement (“Amendment No. 5”), dated on or about July 20, 2013; and

WHEREAS, the Original Agreement, as amended by Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, and Amendment No. 5 is referred to herein as the “Agreement”; and

WHEREAS, the Members now desire to enter into this Amendment No. 6 to Joint Exercise of Powers Agreement creating the Chino Basin Desalter Authority (“Amendment No. 6”) to authorize the CDA Board of Directors to, as more particularly described below.

NOW THEREFORE, the Members hereto agree that the Agreement shall be amended as follows:

1. Section 2.6 of the Agreement is hereby amended, restated and superseded by the following:

Stipend. The CDA shall pay a stipend to each of the Members of the Board, including each ex-officio Member, in the amount(s) and for attendance at such meeting(s) as determined by the Board of Directors by Resolution. In addition, a Director or alternate Director shall be reimbursed for reasonable expenses incurred in the conduct of the business of the CDA.

2. Initially capitalized terms used herein without definition shall have the meanings ascribed to them in the Agreement.
3. Except as expressly set forth in herein, nothing in this Amendment No. 6 shall constitute an amendment to any other provision of the Agreement.

IN WITNESS WHEREOF, the Members have executed this Amendment No. 6 to Joint Exercise of Powers Agreement creating the Chino Basin Desalter Authority as of the dates set forth below.

CITY OF ONTARIO

DATED: _____

BY: _____
CITY MANAGER

DATED: _____

ATTESTED: _____
CITY CLERK

APPROVED AS TO FORM

JURUPA COMMUNITY SERVICES DISTRICT

DATED: _____

BY: _____
PRESIDENT

DATED: _____

ATTESTED: _____
SECRETARY

APPROVED AS TO FORM

CITY OF CHINO

DATED: _____

BY: _____
MAYOR

DATED: _____

ATTESTED: _____
CITY CLERK

APPROVED AS TO FORM

CITY OF CHINO HILLS

DATED: _____

BY: _____
MAYOR

DATED: _____

ATTESTED: _____
CITY CLERK

APPROVED AS TO FORM

CITY OF NORCO

DATED: _____

BY: _____
MAYOR

DATED: _____

ATTESTED: _____
CITY CLERK

APPROVED AS TO FORM

SANTA ANA RIVER WATER COMPANY

DATED: _____

BY: _____
PRESIDENT

DATED: _____

ATTESTED: _____
SECRETARY

APPROVED AS TO FORM

INLAND EMPIRE UTILITIES AGENCY

DATED: _____ **BY:** _____
PRESIDENT

DATED: _____ **ATTESTED:** _____
SECRETARY

APPROVED AS TO FORM

WESTERN MUNICIPAL WATER DISTRICT

DATED: _____

BY: _____
PRESIDENT

DATED: _____

ATTESTED: _____
SECRETARY

APPROVED AS TO FORM

STATE OF CALIFORNIA)
) SS.
COUNTY OF SAN BERNARDINO)

**MEMORANDUM
CITY OF CHINO
DEVELOPMENT SERVICES DEPARTMENT**

CITY COUNCIL MEETING DATE: JULY 1, 2025

TO: LINDA REICH, CITY MANAGER

FROM: WARREN MORELION, AICP, DIRECTOR OF DEVELOPMENT SERVICES

SUBJECT

Adoption of Ordinance No. 2025-003 (Second Reading), Amending Title 20 (Zoning) of the Chino Municipal Code.

RECOMMENDATION

Approve adoption of Ordinance No. 2025-003 (Second Reading), amending Title 20 (Zoning) of the Chino Municipal Code consisting of modifications and additions to Chapter 20.06 (Commercial Land Uses), Chapter 20.07 (Industrial Land Uses), Chapter 20.23 (Administration), and Chapter 20.24 (Glossary).

FISCAL IMPACT

There is no fiscal impact.

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

The recommendation detailed above will further the City's values and strategic issues that serve as key pillars on which identified priorities, goals, and action plans are built, by fostering:

- Superior Customer Service
- Responsible Long-Range Planning

Revenue: Click or tap here to enter text.	Expenditure:
Transfer In: Click or tap here to enter text.	Transfer Out: Click or tap here to enter text.

BACKGROUND

Ordinance No. 2025-003 was introduced on first reading by the City Council at its June 17, 2025 meeting. The Ordinance will amend Title 20 (Zoning) of the Chino Municipal Code consisting of modifications and additions to Chapter 20.06 (Commercial Land Uses), Chapter 20.07 (Industrial Land Uses), Chapter 20.23 (Administration), and Chapter 20.24 (Glossary).

Once adopted on second reading, the Ordinance will go into effect thirty (30) days thereafter.

ISSUES/ANALYSIS

Ordinance No. 2025-003:

Second reading of Ordinance, entitled “AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHINO, CALIFORNIA, AMENDING SELECTED PROVISIONS OF THE ZONING CODE (TITLE 20 OF THE MUNICIPAL CODE) OF THE CITY OF CHINO. PL25-0031 (ZONE ORDINANCE AMENDMENT)”.

Attachment: Ordinance No. 2025-003

ORDINANCE NO. 2025-003

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHINO, CALIFORNIA, AMENDING SELECTED PROVISIONS OF THE ZONING CODE (TITLE 20 OF THE MUNICIPAL CODE) OF THE CITY OF CHINO. PL25-0031 (ZONE ORDINANCE AMENDMENT)

The City Council of the City of Chino, California, does hereby ordain as follows:

Section 1. Table 20.06-1 of the Chino Municipal Code is hereby revised as follows with the remainder of the Table remaining unchanged (additions in bold red; deletions in ~~strikethrough~~):

TABLE 20.06-1 LAND USE REGULATIONS FOR COMMERCIAL ZONING DISTRICTS

Uses	Zoning Districts					Additional Regulations
	CN	CG	CO	CR	CS	
Residential Uses						
Group Homes and Facilities	■	C	■	■	■	
Senior Housing Projects	■	C	C	■	C	Section 20.21.340
Congregate Care Facilities	■	C	C	■	C	Section 20.21.460
Live/Work	■	■	■	■	C	Section 20.21.060
Residential Care Facilities, Small	■	C	C	■	■	
Residential Care Facilities, Large	■	C	C	■	■	Section 20.21.070
Caretaker Quarters	■	■	■	■	P	Section 20.21.110
Public and Quasi-Public Uses						
<i>Places of Assembly</i>						
Places of Worship, Community Scale	C	C	C	C	■	
Places of Worship, Regional Scale	■	C	■	C	■	
Places of Worship, Small Storefront	A	A	A	A	■	
Places of Worship, Large Storefront	A	A	A	A	■	
Clubs and Lodges	C	C	C	C	■	
<i>Cultural and Institutional Uses</i>						
Theaters and Auditoriums	■	C	■	C	■	
Libraries	C	C	C	C	■	
Museums and Art Galleries	C	C	C	C	C	
Botanical and Zoological Gardens	■	C	■	■	■	
<i>Health Services</i>						
Hospitals	■	C	C	C	C	
Medical Clinics and Labs	P	P	P	P	P	
Medical Offices	P	P	P	P	P	
Medical Marijuana Dispensary	■	■	■	■	■	
<i>Educational Uses</i>						
Schools, Public or Private	■	C	C	■	■	
Trade and Vocational Schools	■ A	C A	C A	■ A	■ A	

Uses	Zoning Districts					Additional Regulations
	CN	CG	CO	CR	CS	
Schools for Personal Enrichment and Fulfillment	A	A	C	A	A	Section 20.21.180
Gym/Athletic Instruction, Minor	A	A-P	C-P	A-P	A	Section 20.21.440
Gym/Athletic Instruction, Major	■	C-A	C-A	C-P	C-A	Section 20.21.440
Gym/Athletic Instruction, Small/Boutique Fitness Studio	A-P	P	A-P	P	A-P	Section 20.21.440
<i>Child/Adult Care Services</i>						
Child Day Care Centers	C	C	C	C	■	Section 20.21.090
Day Care Facilities, Employer Provided On-site	C	C	C	C	■	
Day Care Facilities, Adult	C	C	C	C	■	
<i>Other Community Services</i>						
Emergency Shelters	■	C	■	■	P	Section 20.21.080
Social Services, Charitable Institutions and Services	C	C	C	C	C	
Public Safety Facilities	C	C	C	C	C	
Commercial Uses						
<i>Retail</i>						
Retail, General	P	P	C	P	P	
Cart/Kiosk	A	A	A	A	■	Section 20.21.150
Retail, Thrift and Secondhand Stores	■	A-P	■	C-A	A-P	
Animal Sales and Services	P	P	■	P	P	
Veterinary Clinics	■-P	C-P	■-P	C-P	C-P	
Guns and Ammunition Sales	■	C	■	C	■	
Alcoholic Beverage Sales	A/C	A/C	■	A/C	A/C	Section 20.21.270
Pawn Shops	■	■	■	■	C	
Adult Oriented Businesses	■	■	■	■	C	
Mobile Homes Sales	■	■	■	■	C	
Swap Meets	■	■	■	■	C	
<i>Vehicle Sales and Services</i>						
Automobile and Vehicle Sales and Leasing	■	C	■	C	C	Section 20.21.250
Automobile Rental	■-A	A/C A	■-A	■-A	A/C A	Section 20.21.410
Truck and Trailer Rental	■	■	■	■	C	Section 20.21.410
Vehicle Parts and Accessories Sales	P	P	■	P	P	
Automobile, Light Truck and Van Cleaning	■	C	■	C	C	
Bus and Large Truck Cleaning	■	■	■	■	■	
Vehicle Repair and Maintenance	■	A	■	C-A	A	Section 20.21.240

Uses	Zoning Districts					Additional Regulations
	CN	CG	CO	CR	CS	
Bus and Large Truck Repair and Maintenance	■	■	■	■	C	
Paint or Auto Body Repair	■	C	■	■	C	
Vehicle Towing Service	■	■	■	■	P	
Gas and Service Stations	C	P	C	P	P	Section 20.21.230
<i>Eating and Drinking Establishments</i>						
Restaurant	P	P	C P	P	C P	
Restaurant, Drive-Thru Facility	C	P	C P	P	C P	Section 20.21.170
Bars, Nightclubs and Lounges	■	C	■	C	C	Section 20.21.280
Cigar Lounges, Vape Lounges and Hookah Bars	■	C	■	C	C	Section 20.21.320
Microbrewery and Microdistillery	■	C	■	C	C	20.21.270
Banquet Facilities	■	C A	■	C P	C A	
<i>Transient Occupancy</i>						
Bed and Breakfast	■	C	■	C	■	
Hotels and Motels	■	C P	C P	C P	■	
<i>Commercial Services</i>						
Offices, Professional/Business	P	P	P	P	P	
Offices, Service	P	P	P	P	P	
Personal Services	P	P	C P	P	P	
Personal Services, Restricted	■	■	■	■	C	
Tattoo and Piercing Establishment	■	■	■	■	P	
Business Support Services	P	P	P	P	P	
Banks, Retail	P	P	P	P	P	
Check Cashing Services	■	■	■	■	C	Section 20.21.300
Payday Advance Services	■	P	■	P	P	
Cyber Cafes	■	C	■	C	C	Section 20.21.310
Day Spas	■	C	C	C	■	
Massage Establishments	C	C	C	C	C	Chapter 5.24
Funeral Parlors, Mortuaries and Crematories	■	C	■	■	C	
Fortunetelling	■	P	■	■	P	
<i>Entertainment-Related Services</i>						
Motion Picture Production and Distribution Services	■	C	C	C	C	
Recording Studios	■	P	■	P	P	
Broadcasting Studios	■	C	C	C	C	
Recreational Uses						
Commercial Recreation	■	C A	■ A	C P	■ A	
Golf Courses, Miniature	■	C	■	C	■	
Parks and Recreational Facilities	P	P	P	P	P	
Sports Stadium or Arenas	■	■	■	C	■	

Uses	Zoning Districts					Additional Regulations
	CN	CG	CO	CR	CS	
Amusement or Theme Park	■	■	■	C	■	
Industrial						
<i>Manufacturing and Processing</i>						
Manufacturing and Processing, Light	■	■	■	■	P	
Food Preparation	■	P	■	P	P	
<i>Recycling</i>						
Recycling Facilities, Small Collection	A	A	■	A	A	Section 20.21.360
Recycling Facilities, Large Collection	■	■	■	■	■	Section 20.21.360
Recycling Facilities, Reverse Vending Machines	A	A	■	A	A	Section 20.21.360
<i>Warehousing and Storage</i>						
Warehousing, Very Light (<25,000 sq ft)	■	■	■	■	P	
Outdoor Storage, Incidental	A	A	A	A	A	Section 20.21.200
Outdoor Storage, as a Primary Use	■	■	■	■	■	Section 20.21.200
<i>Other Industrial</i>						
Equipment Rental and Sales, Light Equipment	■	C	■	C	P	Section 20.21.220
Transportation, Communications and Utilities						
Transportation Terminals	■	C	C	C	C	
Parking Facilities	■	C	C	C	C	
Utilities, Major	C	C	■	C	C	
Utilities, Minor	C	C	C	C	C	
Communications Facilities, Minor	A	A	A	A	A	Chapter 20.22
Communications Facilities, Major	C	C	C	C	C	Chapter 20.22
Solar Panels, Incidental	A	A	A	A	A	Section 20.10.070
Wind Turbines, Incidental	■	■	■	C	■	Section 20.22
Agricultural Uses, Activities and Facilities						
Crop Cultivation	A	A	A	A	A	Section 20.21.020
Agricultural Product Stands	I	I	I	I	I	Section 20.21.020

Section 2. Table 20.07-1 of the Chino Municipal Code is hereby revised as follows with the remainder of the Table remaining unchanged (additions in bold red; deletions in ~~strike through~~):

TABLE 20.07-1 LAND USE REGULATIONS FOR INDUSTRIAL ZONING DISTRICTS

Uses	Zoning Districts				Additional Regulations
	BP	M1	M2	AD	

Commercial Uses					
<i>Retail</i>					
Vehicle Sales Office	P	P	P	■	
<i>Transient Occupancy</i>					
Hotels and Motels	■ C	■ C	■ C	P C	

Section 3. Section 20.23.100 of the Chino Municipal Code is hereby revised as follows (additions in bold red; deletions in ~~strike through~~):

20.23.100 – Variances

A. Minor Variance.

1. Purpose and Intent. The purpose of the minor variance procedure is to provide a method whereby minor departures from the strict application of the development standards contained in this Zoning Code is permitted, when the strict application of such would deprive a property a development right possessed by other property in the same zone and vicinity.
2. Applicability.
 - a. When the strict and literal interpretation, and enforcement of this Zoning Code would result in practical difficulties, unnecessary hardships, or results inconsistent with the general purpose of this Zoning Code, the Director of Community Development shall have the authority to grant a variance from the provisions of this Zoning Code, provided that the addition will not result in a deviation of more than ~~25~~**50** percent from a measurable standard. In no case, however, shall a variance be granted which authorizes a use, activity or property right that is not expressly permitted by this Zoning Code.

B. Major Variance.

1. Purpose and Intent. The purpose of the major variance procedure is to provide a method whereby departures from the strict application of the development standards contained in this Zoning Code is permitted, when the strict application of such would deprive a property a development right possessed by other property in the same zone and vicinity.
2. Applicability
 - a. When the strict and literal interpretation, and enforcement of this Zoning Code would result in practical difficulties, unnecessary hardships, or results inconsistent with the general purpose of this Zoning Code, the Planning Commission shall have the authority to grant a variance from the provisions of this Zoning Code, if the addition will result in a deviation of more than ~~25~~**50** percent from a measurable standard. In no case, however, shall a variance be granted which authorizes a use, activity or property right that is not expressly permitted by this Zoning Code.

Section 3. Section 20.24.020 of the Chino Municipal Code is hereby revised as follows with the remainder of the section remaining unchanged (deletions in **bold strikethrough**):

20.24.020 – Definitions

Personal Services, Restricted. An establishment other than a professional office that provides services as a primary use which are typically limited by specific use attributes or appearance, including but not limited to ~~tattoo parlors, body piercing~~, pawnshops, spas and hot tubs for hourly rental, massage establishments, and adult oriented businesses as defined in Title 5 of the Municipal Code.

Section 6. The City Council finds that this Ordinance is exempt from the California Environmental Quality Act (CEQA) under CEQA Guidelines Section 15061(b)(3), Common Sense Exemption, in that it can be seen with certainty that there is no possibility for this action to have a significant effect on the environment, and individual development applications will be reviewed under CEQA as they are proposed.

Section 12. Severability.

If any section, subsection, sentence, clause, phrase, or portion of this Ordinance, or the application thereof to any person or circumstances, is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such invalidity or unconstitutionality shall not affect any other provision or application, and to this end the provisions of this ordinance are declared to be severable. The City Council hereby declares that it would have adopted this ordinance and each section, subsection, sentence, clause, phrase, part or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, parts or portions thereof be declared invalid or unconstitutional.

Section 13. This Ordinance shall be in full force and effect thirty (30) days after its second reading and adoption.

Section 14. Certification. The City Clerk of the City of Chino shall certify to the passage and adoption of this Ordinance and shall cause the same to be published in the *Chino Champion*, a newspaper of general circulation, within said City in accordance with the provisions of the Government Code.

PASSED, APPROVED AND ADOPTED THIS 1ST DAY OF JULY 2025.

By: _____
EUNICE M. ULLOA, MAYOR

ATTEST:

By: _____
NATALIE GONZAGA, CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO) §
CITY OF CHINO)

I, Natalie Gonzaga, City Clerk of the City of Chino, do hereby certify that the foregoing Ordinance was duly adopted by said City Council at a regular meeting held on the 1st day of July 2025 by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

By: _____
NATALIE GONZAGA, CITY CLERK

**MEMORANDUM
CITY OF CHINO
DEVELOPMENT SERVICES DEPARTMENT**

CITY COUNCIL MEETING DATE: JULY 1, 2025

TO: LINDA REICH, CITY MANAGER

FROM: WARREN MORELION, AICP, DIRECTOR OF DEVELOPMENT SERVICES

SUBJECT

Award Professional Services Agreement for Building Plan Check Services.

RECOMMENDATION

Award a Professional Services Agreement to Building Code Services, Inc. (BCS), Irvine, CA, at a fixed rate of \$85 per hour for all disciplines for building plan check and related services for a term not to exceed five years and authorize the City Manager to execute all necessary documents on behalf of the City.

FISCAL IMPACT

Funds of \$325,000 have been allocated in the Fiscal Year 2025-26 Budget for these services.

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

The recommendation detailed above furthers the City's values and strategic issues that serve as key pillars on which identified priorities, goals, and action plans are built, by fostering:

- Financial Stability
- Responsible Long-Range Planning
- Public Service Excellence through Internal and External Partnerships

Revenue: 1006300-56350	Expenditure: 1006300-43570
Transfer In: Click or tap here to enter text.	Transfer Out: Click or tap here to enter text.

BACKGROUND

The Development Services Department provides timely and professional plan review and inspection services to ensure that construction in the City complies with all applicable municipal and state code requirements. The Department fulfills its building plan check responsibilities through a combination of in-house staff and contract services. In-house staff reviews plans that involve limited engineering (e.g., room additions, accessory dwelling units, block walls, minor tenant improvements, patio covers, swimming pools, solar systems, etc.), while contract plans examiners and engineers are utilized for projects involving more complex structural, electrical, plumbing and mechanical engineering (e.g., new residential tracts, concrete tilt-up buildings, commercial construction, large tenant improvements, etc.). The supplementation of in-house plan check services with contract services allows the Department to ensure that its customers benefit from a plan check process that is efficient, consistent and cost-effective.

ISSUES/ANALYSIS

On April 17, 2025, the City released Request for Proposals (RFP) No. 2025-0008 for Building Plan Check Services on PlanetBids. Fourteen (14) proposals were received by the closing date. Fee proposals were submitted in separate sealed files. Staff evaluated the proposals based on the following weighted criteria:

- Experience/Qualifications: 20%
- Past Performance/References: 20%
- Plan Methodology/Project Approach: 30%
- Quality and Responsiveness of Proposal: 15%
- Cost Evaluation: 15%

Following evaluation, Building Code Services Inc. received the highest average score and is recommended for contract award.

Evaluation Results:

Ranking	Vendor
1	Building Code Services Inc.
2	Bureau Veritas North America, Inc.
3	JAS PACIFIC
4	CSG Consultants, Inc.
5	RKA Consulting Group
6	JLee Engineering, Inc
7	4LEAF, Inc.
8	Transtech Engineers, Inc.
9	West Coast Code Consultants, Inc.
10	BPR Consulting Group
11	Shums Coda Associates, Inc
12	Yao Engineering, Inc.
13	T.P.I. Building Code Consultants
14	FEI ASSOCIATES CONSULTING ENGINEERS

CITY COUNCIL MEETING DATE: JULY 1, 2025

TITLE: AWARD PROFESSIONAL SERVICES AGREEMENT FOR BUILDING PLAN CHECK SERVICES.

PAGE: 3

Staff recommends the City Council award a contract at a fixed rate of \$85 per hour for all disciplines for building plan check and related services for a term not to exceed five years and authorize the City Manager to execute all necessary documents on behalf of the City.

Attachment – Building Code Services Inc. Agreement

Project Name/No.: _____
Project Manager: _____

Contract No.: _____
Approved: _____

**AGREEMENT FOR SERVICES
BETWEEN THE CITY OF CHINO AND
BUILDING CODE SERVICES, INC.**

THIS AGREEMENT FOR SERVICES (herein “Agreement”) is made and entered into this 1st day of July 2025 (“Effective Date”) by and between the City of Chino, a California municipal corporation (“City”) and Building Code Services, Inc. (“Consultant”). City and Consultant may be referred to individually as “Party” or collectively as “Parties.”

RECITALS

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Consultant, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the City of Chino’s Municipal Code, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the “Scope of Services” attached hereto as Exhibit “A” and incorporated herein by this reference, which may be referred to herein as the “services” or “work” hereunder. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For

purposes of this Agreement, the phrase “highest professional standards” shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Consultant’s Proposal.

The Scope of Services shall include the scope of work included in Consultant’s proposal, which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Consultant shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 California Labor Law.

If the Scope of Services includes any “public work” or “maintenance work,” as those terms are defined in California Labor Code Section 1720 *et seq.* and California Code of Regulations, Title 8, Section 16000 *et seq.*, and if the total compensation is \$1,000 or more, Consultant shall pay prevailing wages for such work and comply with the requirements in California Labor Code section 1770 *et seq.* and 1810 *et seq.*, and all other applicable laws, as they pertain to such work, including the following requirements:

(a) DIR Monitoring and Enforcement. The public work and/or maintenance work performed under this Agreement shall be subject to compliance monitoring and enforcement by the Department of Industrial Relations (“DIR”). Consultant shall post job site notices, as prescribed by regulation.

(b) Prevailing Wages. Consultant shall pay prevailing wages to the extent required by Labor Code Section 1771. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at City Hall and will be made available to any interested party on request. By initiating any work under this Agreement, Consultant acknowledges receipt of a copy of the DIR determination of the prevailing rate of per diem wages, and Consultant shall post a copy of the same at each job site where work is performed under this Agreement.

(c) Penalty for Failure to Pay Prevailing Wages. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Consultant shall, as a penalty to the City, forfeit two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Consultant or by any subcontractor.

(d) Payroll Records. Consultant shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Consultant and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform the City of the location of the records.

(e) Apprentices. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6, and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. Consultant shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Consultant shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Consultant and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

(f) Eight-Hour Work Day. Consultant acknowledges that eight (8) hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810.

(g) Penalties for Excess Hours. Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Consultant shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Consultant in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half (1½) times the basic rate of pay.

(h) Workers' Compensation. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees if it has employees. By executing this Agreement, and in accordance with the provisions of California Labor Code Section 1861, Consultant certifies as follows:

“I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.”

(i) Consultant's Responsibility for Subcontractors. For every subcontractor who will perform work under this Agreement, Consultant shall be responsible for such subcontractor's compliance with Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, and shall make such compliance a requirement in any contract

with any subcontractor for work under this Agreement. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a review of the certified payroll records of the subcontractor on a periodic basis or upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Consultant shall diligently take corrective action to halt or rectify any such failure by any subcontractor.

1.5 Licenses, Permits, Fees and Assessments.

Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.6 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Project Manager.

1.7 Software and Computer Services.

If the Scope of Services includes the provision and/or installation of any software, computer system, or other computer technology, Consultant represents and warrants that it has inspected the City's current infrastructure, equipment, computer system and software and that the software, computer system, or other computer technology provided and/or installed by Consultant under this Agreement is compatible, and shall be fully functional, with such infrastructure, equipment, computer system and software of the City. Consultant acknowledges that the City is relying on the representation by Consultant as a material consideration in entering into this Agreement.

1.8 Care of Work.

The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be

responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.9 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.10 Additional Services.

City shall have the right, subject to state law and the City's Municipal Code, at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Project Manager to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation for extra work shall require the approval of City Council unless the City Council has previously authorized the City Manager to approve an increase in compensation and the amount of the increase does not exceed such authorization. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.11 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed Four Hundred Twenty-Five Thousand Dollars (\$425,000.00)

per annum (the “Contract Sum”), unless additional compensation is approved pursuant to Section 1.10.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services, less contract retention; (iii) payment for time and materials based upon the Consultant’s rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Project Manager in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City’s Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. Consultant shall not invoice City for any duplicate services performed by more than one person.

All invoices shall be submitted by email to ap@cityofchino.org. Each invoice is to include:

- (a) Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
- (b) Line items for all materials and equipment properly charged to the Services.
- (c) Line items for all other approved reimbursable expenses claimed, with supporting documentation.
- (d) Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.
- (e) If this Agreement requires prevailing wages, per Section 1.4 of the Agreement, all invoices shall include a copy of Consultant’s Certified

Payroll and proof that Certified Payroll has been submitted to the DIR. Consultant shall also submit a list of the prevailing wage rates for all employees and subcontractors providing services under this Agreement, as applicable, with Consultant's first invoice. If these rates change at any time during the term of the Agreement, Consultant shall submit a new list of rates to the City with its first invoice following the effective date of the rate change.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City for any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

2.6 Contingency of Funds.

Consultant acknowledges that funding or portions of funding for this Agreement may be contingent upon State budget approval; receipt of funds from, and/or obligation of funds by the State of California to City; or inclusion of sufficient funding for the services hereunder in the budget approved by Chino City Council for each fiscal year covered by this Agreement. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, City may immediately terminate or modify this Agreement without penalty.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the

Schedule of Performance may be approved in writing by the Project Manager but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Project Manager in writing of the causes of the delay. The Project Manager shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Project Manager such delay is justified. The Project Manager’s determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant’s sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services, which shall be no later than June 30, 2030, except as otherwise provided in the Schedule of Performance (Exhibit “D”).

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

The following principals of Consultant (“Principals”) are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

<u>Donna Caraig</u> (Name)	<u>President</u> (Title)
<u>Geraldo Caraig</u> (Name)	<u>Vice President</u> (Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the

foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Consultant.

Consultant shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

4.3 Project Manager.

The Project Manager shall be the Director of Development Services or any other person as may be designated by the Project Manager. It shall be the Consultant's responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager. The Project Manager shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Consultant.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

Without limiting Consultant's indemnification of City, and prior to commencement of any services under this Agreement, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

(a) General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

(c) Professional liability (errors & omissions) insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

(d) Workers' compensation insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

(e) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(f) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

5.2 General Insurance Requirements.

(a) Proof of insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(b) Duration of coverage. Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Consultant, its agents, representatives, employees or subconsultants.

(c) Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(d) City's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(e) Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or that is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

(f) Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(g) Enforcement of contract provisions (non-estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

(h) Requirements not limiting. Requirements of specific coverage features or limits contained in this section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(i) Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(j) Additional insured status. General liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(k) Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

(l) Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(m) Pass through clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements

of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

(n) Agency's right to revise specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City and Consultant may renegotiate Consultant's compensation.

(o) Self-insured retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

(p) Timely notice of claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(q) Additional insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Consultant will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Consultant shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Project Manager to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Project Manager shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest. Notwithstanding the above, the Consultant shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Consultant shall periodically prepare and submit to the Project Manager such reports concerning the performance of the services required by this Agreement as the Project Manager shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant

agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Project Manager of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the “documents and materials”) prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Project Manager or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City’s sole risk and without liability to Consultant, and Consultant’s guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, Consultant with respect to any documents and materials that may qualify as “works made for hire” as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed “works made for hire” for the City.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Project Manager.

(b) Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Project Manager or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered “voluntary” provided Consultant gives City notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney’s fees, caused by or incurred as a result of Consultant’s conduct.

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of San Bernardino, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of San Bernardino, State of California.

7.2 Disputes; Default.

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear

to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 *et seq.* and 910 *et seq.*, in order to pursue a legal action under this Agreement.

7.7 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Consultant and its sureties shall be liable for and shall pay to the City the sum of Zero Dollars (\$0) as liquidated damages for each working day of delay in the performance of any service required hereunder. The City may withhold from any monies payable on account of services performed by the Consultant any accrued liquidated damages.

7.8 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this

Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Project Manager. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Project Manager. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Project Manager thereafter in accordance with the Schedule of Compensation or such as may be approved by the Project Manager, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.9 Termination for Default of Consultant.

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.10 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Project Manager. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

8.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C. § 1101 *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City

Manager and to the attention of the Project Manager (with her/his name and City title), City of Chino, 13220 Central Avenue, Chino, California 91710 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of

“financial interest” shall be consistent with State law and shall not include interests found to be “remote” or “noninterests” pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant’s Authorized Initials _____

9.7 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) that entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF CHINO, a municipal corporation

Linda Reich, City Manager

ATTEST:

Natalie Gonzaga, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

APPROVED AS TO CONTENT:

Fred Galante, City Attorney

Warren Morelion, AICP
Director of Development Services

CONSULTANT:

BUILDING CODE SERVICES, INC.

By: _____

Name: Donna Caraig

Title: President

By: _____

Name: Geraldo Caraig

Title: Vice President

Address: 7154 W State Street, #300
Boise, ID 83714

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer.

EXHIBIT "A"

SCOPE OF SERVICES

- I. Consultant will perform the Services described in Consultant's Proposal, attached hereto as Exhibit A-1 (the entirety of which is on file with the Development Services Department).**

- II. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.**

EXHIBIT "A-1"



Section C1: COVER LETTER | LETTER OF INTRODUCTION

Mr. Basel Badawi
Building Official
Development Services
City of Chino, CA

Dear Mr. Badawi,

Please find our proposal in response to the City of Chino's RFP# 2025-0008 for Building Plan Check Services. Our primary contact and office information is:

Donna Caraig, President
Building Code Services, Inc
5319 University Dr #100
Irvine, CA 92612
714.609.7867
Buildingcodeservicesinc@gmail.com

Building Code Services Inc., being a decades-long partner with the City of Chino, has had the unique ability to integrate the City's development goals and priorities. We have proficiently incorporated the Accela/EPR system into our review process to provide a seamless service to the City.

We are a company that is comprised of highly experienced licensed and technical professionals with a proven record of excellent service in the field of code review as applied to the built environment. Representing BCSi in day-to-day operations will be Gerald Caraig, Principal Engineer, and Donna Caraig, Administrator. Key technical staff serving the City will be Civil Engineers Gerald Caraig and Dick Manaloto, Mechanical/Plumbing Engineer Tamer Luca, and Certified Electrical Reviewers Scott Davis and Mark Smith. All BCSi technical staff have extensive municipal Building & Safety experience and are keen on development processes. Additional professional staff are available as needed to address any magnitude or complexity of work. BCSi accepts the terms and conditions in the RFP and Professional Services Agreement, including acknowledgment of receipt of all amendments and/or addenda to the RFP.

This proposal shall remain valid for a period not less than 120 days from the date of submittal. BCSi attests that all information submitted with the proposal are true and correct.

Respectfully,

Donna Caraig
President
BCSi



SECTION C4: PLAN METHODOLOGY | PROJECT APPROACH

Understanding and Approach



1. The City will assign plans via the Accela/EPR system for review on an as needed basis. Assigned plans will be reviewed for code conformance per BCS proprietary review protocols. The result of which will be provided via a report coordinated and relayed to the City electronically.
2. Projects are logged in and assessed for completeness and complexity. Log data comprise of: Project information, dates transmitted, status of review, City special instructions, etc.
3. The project is assigned to plan reviewers with appropriate experience/technical proficiency. Major projects are reviewed by a team that comprise of Building/Structural and MEP.
4. A report is generated by each reviewing discipline with quality control afforded depending on project complexity. The reports are then packaged accordingly and transmitted back to the City electronically.
5. Resubmittals are processed in the same manner until the project is recommended for approval.
6. Email correspondence is provided with the completion of each review notating status, special circumstances, and billable hours.
7. Billing is invoiced on a monthly basis.
8. Appeals, Alternate Means and Methods, interpretations, variances, are reviewed and findings/recommendations prepared. The Building Official is apprised and provides direction.
9. The Plan Review team attends training on an annual basis as a minimum via CALBO education week, seminars, and certification studies. It is a state mandate that a minimum number of hours be accrued for code education to maintain proficiency and certifications.
10. BCS has been able to accommodate all imposed work loads in the 22 years of serving the City. Our team can expand as needed to address fluctuating work loads effectively while maintaining quality.
11. All telephone calls are returned by end of business day or at maximum within 24 hours.
12. BCSi has used EPR, BlueBeam Revu, Acrobat, Sharepoint, One Drive, and other large file managing software to review and collaborate with the City's clients.



SECTION C4: PLAN METHODOLOGY | PROJECT APPROACH CONTINUED

Our approach is consistent, reliable, provable, effective service as evidenced by our work with the City of Chino for the last 22 years.

Consultant(s) selected shall be able to perform complete building plan reviews on a variety of single family residential, multifamily residential, commercial and industrial buildings. The Consultant may be requested to perform complete or partial reviews of projects for compliance with fire and life safety, structural, energy, green code, accessibility, electrical, mechanical and plumbing requirements in accordance with current applicable state and local codes.



All buildings in Chino are required to comply with the current Building Standards contained in California Code of Regulations, Title 24 as well as Chino Municipal Code – local amendments.

The 2022 California Codes with local amendments are currently in effect and will transition to the 2025 California Building Codes in 2026.

Nonstructural plan reviews shall be performed by certified plans examiners. Structural reviews shall be performed by (or under the supervision of) a licensed engineer. Disabled access reviews shall be performed by (or under the supervision of) a CASp certified individual.



1. Consultant responsibilities:

- a. Perform building plan checks as needed;
- b. Determine that the plans, as submitted, are in conformance with the Chino Municipal Code and all adopted codes and standards used by the City;
- c. Submit clear and concise corrections via EPR to the Building Division for distribution to project applicant/designer.;
- d. The estimated turnaround times are as follows but may be extended depending on project magnitude and complexity:
 - i. Initial Check - 10 business days
 - ii. Recheck – 5 business days
 - iii. Plan Change – 5 business days
 - iv. Single Family Dwellings – 10 business days
 - v. Apartments – 10 business days
 - vi. Tenant Improvements – 10 business days
 - vii. Commercial/Industrial projects – 15 business days
- e. Respond to telephone inquiries from City staff and permit applicants regarding review comments





- f. Perform recheck reviews on projects to ensure plan corrections have been resolved satisfactorily.
- g. Electronically stamp plans "approved" for compliance with applicable codes in EPR.
- h. Utilize the City's Electronic Plan Review processes in coordinating, assigning, and reviewing plans/projects.
- i. The City requires Consultant to provide the following minimum review turnaround timeframes (or better) in order to maintain the desired customer service level:

- New Single-Family or Multi-Family Dwellings:
 - 1st review = 15 working days
 - 2nd review = 10 working days
 - 3rd or more = 5 working days

- New Commercial/Industrial:
 - 1st review = 15 working days
 - 2nd review = 10 working days
 - 3rd or more = 5 working days

- Tenant Improvements:
 - 1st review = 10 working days
 - Subsequent rechecks = 5 working days

- Residential Addition/Alterations:
 - 1st review = 10 working days
 - Subsequent rechecks = 5 working days

Most projects meet these timelines but may be adjusted based on the magnitude of the project.

2. City Obligations:

- a. Upon initial receipt of a request for plan check from project applicant/designer, City shall perform a preliminary review of the plans to ensure that complete plan packages per the applicable City submittal checklist are submitted before forwarding them to the Consultant.
- b. Nothing in this agreement shall be construed to obligate City to provide any work to the Consultant. City reserves the right, at its sole discretion, to assign plans for checking to Consultant, to perform plan checks with its own staff, or to assign plans for checking to another consulting firm.

EXHIBIT “B”

**SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)**

No Special Requirements.

EXHIBIT "C"

SCHEDULE OF COMPENSATION

- I. Consultant shall be compensated for the services provided under this Agreement in accordance with the budget and rates provided in Exhibit "C-1".**
- II. The City will compensate Consultant for the Services performed upon submission of a valid invoice, as described in Section 2.4.**
- III. The total compensation for the Services shall not exceed the Contract Sum, as provided in Section 2.1 of this Agreement.**

EXHIBIT "C-1"

SECTION C6: SEALED FEE PROPOSAL RFP# 2025-0008 BUILDING PLAN CHECK SERVICES



Fee for services is **\$85/hour** for providing plan check services, including preliminary plan checks, rechecks, revisions, partial plan checks, repetitive buildings and pick-up and delivery of plans. This fee is for all disciplines and inclusive of:

Initial plan review

Plan review fee for repetitive track homes

Recheck #1

Recheck #2

Recheck #3

Partial plan checks and revisions

Plan pickup and delivery Charge (if any)

Other project related activities such as project meetings, consultations, coordination, processing, and the like.

4 hours minimum on an initial project submittal



EXHIBIT “D”

SCHEDULE OF PERFORMANCE

- I. Consultant shall perform all services and deliver all work products timely in accordance with direction from the Project Manager.**

- II. The Project Manager may approve extensions for performance of the services in accordance with Section 3.2.**

**MEMORANDUM
CITY OF CHINO
FINANCE DEPARTMENT**

CITY COUNCIL MEETING DATE: JULY 1, 2025

TO: LINDA REICH, CITY MANAGER

FROM: KIM SAO, DIRECTOR OF FINANCE

SUBJECT

Annual Contract Renewals and Blanket Purchase Orders.

RECOMMENDATION

Authorize the annual contract amendments or renewals, issue blanket purchase orders, and authorize the City Manager to execute all necessary documents on behalf of the City.

FISCAL IMPACT

Funds for these contracts and blanket purchase orders are included in the Fiscal Year 2025-26 Operating Budget.

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

The recommendation detailed above further the City's values and strategic issues that serve as key pillars on which identified priorities, goals, and action plans are built, by fostering:

- Financial Stability

Revenue: Click or tap here to enter text.	Expenditure:
Transfer In: Click or tap here to enter text.	Transfer Out: Click or tap here to enter text.

BACKGROUND

The City Council has approved the Fiscal Year 2025-26 Annual Operating Budget for the City. Included in the budget is the appropriation of funds for the items contained in this report.

ISSUES/ANALYSIS

The City’s current Purchasing Ordinance requires that the City Council approve any contract amendment/renewal or blanket purchase order exceeding \$150,000. These items represent routine, annual contract, or purchase orders for the provision of services necessary for City services. All purchases under these contracts or blanket purchase orders will remain subject to the requirements of Chino Municipal Code Section 3.32.130. The consolidated vendor list below reflects contract values for FY 2025-26 and is submitted for City Council approval, effective July 1, 2025:

ANNUAL CONTRACT RENEWALS				
NO.	VENDOR NAME	PURPOSE	DEPT.	AMOUNT
1	10-8 Retrofit	Provides Police Vehicle-Specific Equipment Installation and Maintenance Services. This is a Contract and Blanket Purchase Order.	PW PD	\$615,000
2	ACCELA, INC.	Provides for Land Development, Code Enforcement and Asset Management Software.	DS	\$255,000
3	ALESHIRE & WYNDER	Provides City Legal Counsel.	ALL	\$1,244,000
4	ATKINSON, ANDELSON, LOYA, RUUD, AND ROMO	Provides Legal Services.	HR	\$200,000
5	BUREAU VERITAS	Provides General Plan Check and Support Services.	PW	\$400,000
6	CANNON CORPORATION	Provides General Plan Check Services.	PW	\$400,000
7	CHINO VALLEY INDEPENDENT FIRE DISTRICT	Provides Fire Protection Services.	FN	\$15,000,000
8	CHINO VALLEY UNIFIED SCHOOL DISTRICT	Provides School Crossing Guards and Custodial Services at all CVUSD schools.	AD CS	\$500,000
9	CITY OF ONTARIO – ARC	Provides Animal Resource Center (ARC) Services.	AD	\$1,920,000

10	CIVICA LAW GROUP APC	Provides Specialized Code Legal Services.	DS PD HR	\$775,000
11	DYETT & BHATIA, URBAN & REGIONAL PLANNERS	Provides General Plan Consultant Services.	DS	\$462,000
12	GUARANTEED JANITORIAL SERVICES, INC.	Provides Restroom/Canopy Cleaning Services at Public Parks and Window Cleaning Services.	PW CS	\$285,000
13	HARDY AND HARPER, INC.	Provides As-Needed Asphalt Pavement Repair/Replacement Services.	PW	\$784,000
14	HINDERLITER, DE LLAMAS & ASSOCIATES	Provides Sales Tax and Business License Services.	FN	\$200,000
15	INFOSEND	Provides Utility Billing, Online Payment Services, and Mailing Inserts and Preparation. Contract and Blanket Purchase Order.	FN PW DS	\$252,000
16	INLAND EMPIRE UTILITIES AGENCY	Provides For the Purchase of Recycled Water, Meter Equivalent Unit Charges, and Non-Reclaimable Wastewater Capacity and Volumetric Charges. Includes Sewage Treatment Services, Operations and Maintenance Services, and Other Related Support Services. This is a Contract and Blanket Purchase Order.	PW	\$17,000,000
17	J & S STRIPING COMPANY	Provides Street Striping and Pavement Marking Services.	PW	\$380,000
18	LANDSCAPE WEST MANAGEMENT SERVICES, INC.	Provides City-wide Public Parks and Facilities Landscape Maintenance Services.	PW	\$950,000
19	MERCHANTS LANDSCAPE SERVICES, INC	Provides Landscape services for Medians in Landscape Maintenance Districts.	PW	\$710,000
20	MORTON SALT INC.	Provides Bulk Solar Salt for Water Treatment Process.	PW	\$650,000
21	SAN BERNARDINO COUNTY	Provides access to CLETS system, equipment recording, call-ID, 800MHZ system access and maintenance, SB county fire hazard.	PD DS	\$201,000

22	SAN BERNARDINO COUNTY - FLOOD CONTROL DISTRICT	Provides Traffic Signal Maintenance and NPDES Stormwater Permitting.	PW	\$180,000
23	SAN BERNARDINO COUNTY - INFORMATION SYSTEMS DEPT.	Provides Radio Communication Systems Access and Maintenance	PW PD	\$655,000
24	SOUTHERN CALIFORNIA LANDSCAPE, INC.	Provides Re-Sodding of Sports Field Services for Parks.	PW	\$530,000
25	STATE WATER RESOURCES CONTROL BOARD	Provides Permit Fees for Water Facilities, City Shared Fees and Expenses.	PW	\$200,000
26	SUPERION	Provides CADE-RMS Annual Maintenance.	PD	\$300,000
27	THIRKETTLE CORP.	Provides Water Meters and Annual Software for Antennas and Maintenance Contract.	FN	\$431,000
28	W.A. RASIC CONSTRUCTION COMPANY	Provides Water Distribution System and Wastewater System Repairs.	PW	\$380,000
29	WEBB MUNICIPAL FINANCE	Provides Special Assessment District Consulting Services.	FN PW	\$235,000
30	YUNEX, LLC	Provides Annual Traffic Signal Maintenance and Repair Services.	PW	\$1,600,000

ANNUAL BLANKET PURCHASE ORDERS

A blanket purchase order (PO) allows for recurring purchases of goods or services from a vendor over a defined period, up to a specified dollar amount. Rather than issuing individual POs for each transaction, departments can make purchases as needed under the blanket PO, streamlining procurement and increasing efficiency, particularly for high-volume, low-dollar items. These blanket Pos will be effective from July 1, 2025, through June 30, 2026.

	VENDOR NAME	PURPOSE	DEPT.	AMOUNT
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31	AMAZON BUSINESS	Provides Supplies for all Departments.	ALL	\$200,000
32	AON RISK INSURANCE SERVICES WEST, INC.	Provides Insurance Broker Services.	HR	\$2,000,000
33	CDI	Provides computer hardware, software maintenance and upgrades.	AD	\$200,000
34	CDW GOVERNMENT, INC.	Provides computer hardware, software maintenance and upgrades.	AD	\$400,000
35	CHINO BASIN DESALTER AUTHORITY	Provides CDA Water Purchase.	PW	\$6,800,000
36	CHINO BASIN WATERMASTER	Provides Assessment Appropriate Pool.	PW	\$950,000
37	CONVERGEONE, INC.	Provides Computer Software Maintenance and Upgrades.	AD	\$400,000
38	CT WEST	Provides Traffic Signal Loop Detection Parts & Central System Software.	PW	\$300,000
39	DELL MARKETING	Provides Computer Hardware, Software Maintenance and Upgrades.	AD PD	\$660,000
40	ECONOLITE	Provides Traffic Signal Cabinets, Parts, and Labor.	PW	\$500,000
41	FERGUSON	Provides Software and Parts for Water Meters.	PW CS	\$180,000
42	FLOCK GROUP, INC.	Provides Automated License Plate Reader Cameras and Repairs. Police Department	PD	\$300,000
43	GLASSBOX TECHNOLOGY, INC.	Provides traffic camera equipment for Traffic Management Center and the Real Time Crime Center.	PD	\$300,000
44	GOLDEN STATE NEWSPAPER	Provides Legal Publications for Bids, Public Hearings, and Event Ads.	ALL	\$152,000
45	GOVCONNECTION	Provides Computer Hardware, Software and Upgrades.	AD	\$400,000
46	INSIGHT ENTERPRISES	Provides Apple Products, Computers, Software, and Accessories.	AD	\$400,000

47	MOTOROLA SOLUTIONS, INC.	Provides 800 MHz handheld and vehicle radios.	PW PD	\$805,000
48	MYERS & SON HIWAY SAFETY	Provides Traffic Control Equipment for Citywide Signage.	PW CS PD DS	\$660,500
49	NEXTECH SYSTEMS, INC.	Provides Proprietary Parts and Supplies for Lighted Crosswalks and Safety Lights.	PW	\$250,000
50	OFFICE DEPOT	Provides General Office Supplies.	ALL	\$181,000
51	PROFORCE MARKETING INC.	Provides Law Enforcement Equipment and Supplies.	PD	\$200,000
52	SC FUELS	Provides Fuel for City Fleet.	PW	\$1,075,000
53	SHI INTERNATIONAL CORP.	Provides Computer Hardware and Software, and Upgrades.	AD	\$400,000
54	SIDEPATH	Provides Computer Software, Hardware Data Storage and Support.	AD	\$1,500,000
55	SOFTWAREONE	Provides Software Maintenance and Upgrades for IT.	AD	\$400,000
56	T.R.L. SYSTEMS, INC.	Provides Computer Hardware, Software, and Upgrades.	AD	\$300,000
57	TYLER TECHNOLOGIES	Provides Custom Programming, Software Licenses, Training, and Maintenance for the Munis Financial System.	AD	\$300,000
58	VERIZON WIRELESS	Provides Network Services for Cellular Phones, Laptop and other Wireless Services.	AD CS	\$265,000
59	WATER FACILITIES AUTHORITY	Provides Imported Water. Public Works	PW	\$5,500,000
60	WAXIE ENTERPRISES	Provides Custodial Supplies.	CS FN	\$190,000
61	WESTERN AUDIO VISUAL	Provides Equipment and Repair Services for Audio and Visual Equipment.	AD PW PD	\$395,000

62	WESTERN SYSTEMS	Provides Traffic Signal Battery Backup Parts & Labor	PW	\$300,000
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**MEMORANDUM
CITY OF CHINO
PUBLIC WORKS DEPARTMENT**

CITY COUNCIL MEETING DATE: JULY 1, 2025

TO: LINDA REICH, CITY MANAGER
FROM: HYE JIN LEE, PE, DIRECTOR OF PUBLIC WORKS

SUBJECT

Amendment to Subdivision Improvement Agreement for Tract Map No. 20161 in The Preserve.

RECOMMENDATION

1) Approve an amendment to the Subdivision Improvement Agreement with Chino Preserve Development Corporation, a California limited liability company, for Tract Map No. 20161 to incorporate provisions for compliance with Fill Dirt and Release Agreement with the Orange County Flood Control District for the Pine Avenue Stage 3 Project; and 2) authorize the City Manager to execute all necessary documents on behalf of the City.

FISCAL IMPACT

There is no direct fiscal impact.

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

The recommendation detailed above further the City's values and strategic issues that serve as key pillars on which identified priorities, goals, and action plans are built, by fostering:

- Responsible Long-Range Planning
- Public Services Excellence Through Internal & External Partnerships

Revenue: Click or tap here to enter text.	Expenditure:
Transfer In: Click or tap here to enter text.	Transfer Out: Click or tap here to enter text.

BACKGROUND

On August 5, 2019, the Planning Commission approved Chino Preserve Development Corporation's application for PL18-0010 (Master Site Approval) and PL18-0011 (Tentative Tract Map No. 20161), an "A" level subdivision for conveyance purposes and a master plan allowing up to 494 residential units, referred to as the "Van Vliet Project." The project site is located south of Bickmore Avenue, north of Pine Avenue, west of Rincon Meadows, and east of future Mayhew Avenue, as shown in Exhibit A of the fully executed Subdivision Improvement Agreement attached hereto.

As part of the Engineering Conditions of Approval (COAs), the developer is required to design and construct phased public improvements to expand the City's backbone infrastructure. These improvements include Pine Avenue Stage 3, Storm Drain Line H and related in-tract improvements. Although Pine Avenue Stage 3 was originally conditioned under Tract Map No. 18480 (the Harvest Project), it was subsequently included under the Tract Map No. 20161 COAs to ensure the continuity of development in The Preserve while the City and developer continued to work through the extended process of securing jurisdictional approvals and acquiring the necessary right-of-way for the phased improvements along Pine Avenue.

To satisfy the conditions of Tentative Tract Map approval and ensure timely completion of the required improvements, the City executed a Subdivision Improvement Agreement with the developer and accepted the posting of the required securities. This agreement was approved by the City Council on July 21, 2020.

ISSUES/ANALYSIS

Completion of the Pine Avenue Stage 3 Improvements, which include widening the roadway to four lanes and eliminating the dip between Meadowhouse and Rincon Meadows Avenues, requires various permits, including Section 404 and 408 permits from the U.S. Army Corps of Engineers (USACE). City staff, in coordination with Ruth Villalobos & Associates (the City's consultant) and the developer's consultant team, continue to work toward securing the necessary approvals. Permits are currently anticipated by July 2025 subject to the USACE's review timeline.

A portion of the project lies within the Prado Dam Reservoir flood inundation area, at an elevation below 566 feet above mean sea level. Raising the roadway as designed will require the import of fill dirt, which in turn reduces the reservoir's water storage capacity during extreme storm events. To mitigate this impact, the USACE requires that fill material be sourced from within the flood inundation area itself.

On April 15, 2025, the City Council approved a Fill Dirt and Release Agreement with the Orange County Flood Control District (OCFCD), authorizing the transfer of 10,820 cubic yards of fill dirt from OCFCD-owned parcels located at the southeast corner Pine and Johnson Avenues. This agreement outlines the terms and conditions governing the use of this fill material for Pine Avenue Stage 3.

Because the developer, and not the City, will be constructing the Pine Avenue Stage 3 improvements, the existing Subdivision Improvement Agreement for Tract Map No. 20161 must be amended. The amendment incorporates the terms of the Fill Dirt and Release Agreement and assigns compliance responsibilities to the developer.

Therefore, it is staff's recommendation that the City Council approve Amendment No. 1 to the Subdivision Improvement Agreement for Tract Map No. 20161 to incorporate the provisions of

CITY COUNCIL MEETING DATE: JULY 1, 2025

TITLE: AMENDMENT TO SUBDIVISION IMPROVEMENT AGREEMENT FOR TRACT MAP
NO. 20161 IN THE PRESERVE.

PAGE: 3

the Fill Dirt and Release Agreement, and authorize the City Manager to execute all necessary documents

Attachments:

- Exhibit A - Fully Executed Subdivision Improvement Agreement & Bonds
- Exhibit B - Fully Executed Fill Dirt & Release Agreement OCFCD
- Exhibit C - Amendment No. 1 Subdivision Improvement Agreement

Contract No.: 2021-074

Approval Date: 7/21/20 #9

SUBDIVISION IMPROVEMENT AGREEMENT

by and between

CITY OF CHINO

and

CHINO PRESERVE DEVELOPMENT CORPORATION

TRACT MAP NO. 20161

SUBDIVISION IMPROVEMENT AGREEMENT BETWEEN
THE CITY OF CHINO
AND
CHINO PRESERVE DEVELOPMENT CORPORATION
TRACT MAP NO. 20161

Agreement Date: July 21st, 2020

Subdivider Name: Chino Preserve Development Corporation

Subdivision Description: On August 5, 2019, the Planning Commission of the City approved the Developer's application for PL18-0010 (Master Site Approval) and PL18-0011 (Tentative Tract Map No. 20161), an "A" level master plan and subdivision of 44.13 adjusted gross acres of land and an associated 1.5-acre lot that includes a basin for the development of up to 494 residential units at an overall density of 11.19 dwelling units per acre.

Tentative Map No.: 20161

Estimated Total Cost of Improvements: \$12,963,500.00 revise per new phasing, and include multiple sections for separate bond amounts

Estimated Total Cost of Monumentation: \$30,000.00 (based upon the plans, including individual lots, subdivision boundary and public improvements).

Security: The Ohio Casualty Insurance Company

Bond No. 024247174 - Monumentation

Bond No. 024247173 – Pine Ave. Stage 3 Improvements

Bond No. 024247172 – Pine/Euclid Ave. Improvements

Bond No. 024247171 – Storm Drain Line H

Bond No. 024247170 – In-Tract Van Vliet & Pine Ave. Stage 2

Designees for the Service of Written Notice:

<p>CITY: Chris Magdosku City Engineer 13220 Central Avenue Chino, CA 91710 (909) 334-3417 cmagdosku@cityofchino.org</p>	<p>SUBDIVIDER: Chino Preserve Development Corporation Attn: Mr. Bryan Goodman 1156 N. Mountain Avenue Upland, CA 91785-0670 (909) 946-7500 Bryan.Goodman@lewismc.com</p>
<p>CITY PROJECT INSPECTOR Isaac Ortega Permit & Inspection Supervisor 13220 Central Avenue Chino, CA 91710 (909) 334-3501 iortega@cityofchino.org</p>	<p>SURETY The Ohio Casualty Insurance Company</p>

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SUBDIVISION IMPROVEMENT AGREEMENT

THIS SUBDIVISION IMPROVEMENT AGREEMENT (this "Agreement") is entered into this 21st day of July, 2020, by and between the CITY OF CHINO, a municipal corporation, organized and existing in the County of San Bernardino, under and by virtue of the laws of the State of California, ("City"), and CHINO PRESERVE DEVELOPMENT CORPORATION, a California corporation ("Subdivider").

RECITALS

A. Subdivider is the owner of, and has obtained approval of a subdivision map identified as **Tentative (Tract/Parcel) Map No. 20161**, (the "Map"), located in the City of Chino, County of San Bernardino, State of California (the "Property"), as described on Exhibit "A". The Map requires Subdivider to comply with certain conditions of approval for the development of the Property (the "Conditions") as described on Exhibit "B".

B. Pursuant to the Conditions, Subdivider, by the Map, has offered for dedication to City for public use of the streets and easements shown on the Map. City desires to accept the streets and easements shown on the Map for public use, and certain other improvements described in this Agreement.

C. Subdivider has delivered to City, and City has approved, plans and specifications and related documents for certain "Works of Improvement" (as hereinafter defined) which are required to be constructed and installed in order to accommodate the development of the Property.

D. Condition 5.1 of the Development Engineering Division Conditions requires Subdivider to construct certain interim improvements of Pine Avenue between Euclid Avenue and Mayhew Avenue ("Interim Pine Improvements"). Condition 2.27 of the Development Engineering Division Conditions provides that City will design the Interim Pine Improvements. Furthermore, certain rights of way and State and federal environmental permits must be acquired before the Interim Pine Improvements can be constructed.

E. Condition 5.1 of the Development Engineering Division Conditions also requires Subdivider to construct the Line H storm drain lateral described in Condition 2.16 of the Development Engineering Division Conditions ("Line H Lateral"). Certain rights of way must be acquired before the Line H Lateral can be constructed.

F. Condition 1.11 of the Development Engineering Division Conditions requires that "Pursuant to Section 66462.5 of The Subdivision Map Act, if unable to acquire right-of-way, [Subdivider shall] enter into an agreement with the City to complete the improvements at such time as the City acquires the right-of-way." The parties intend for this Agreement to satisfy Condition 1.11.

G. Subdivider's agreement to construct and install the Works of Improvement pursuant to this Agreement and its offer of dedication of the streets, easements and other improvements

and facilities, as shown on the Map, are a material consideration to City in approving Final Map No. 20161 for the Property and permitting development of the Property to proceed.

COVENANTS

Based upon the foregoing Recitals which are incorporated herein by reference and in consideration of City’s approving the Map for the Property and permitting development of the Property to proceed, Subdivider agrees to timely perform all of its obligations as set forth herein.

1. Construction Obligations.

1.1. Works of Improvement. Subdivider agrees, at its sole cost and expense, to construct or install, or cause to be constructed or installed the street, drainage, domestic water, sanitary sewer, street lighting, landscaping, utility, and other improvements more fully described in Exhibit “B” attached hereto (the “Works of Improvement”), as the same may be supplemented and revised from time to time as set forth in this Agreement (said plans and specifications, together with all related documents, the “Plans”). The estimated construction costs for the Works of Improvement is \$12,963,500.00.

Bond 1	Van Vliet In-Tract and Pine Stage 2 Improvements	\$ 6,861,500.00	Milestone: completion within 2 years
Bond 2	Storm Drain Line "H"	\$ 340,300.00	Milestone: completion within one-year after ROW is acquired
Bond 3	Pine Stage 3 Improvements	\$ 4,028,400.00	Milestone: completion prior to end of 2021
Bond 4	Pine/Euclid Improvements	\$ 1,733,300.00	Milestone: completion one-year after ROW is acquired and environmental permits are obtained

1.2. Other Obligations Referenced in Conditions of Tentative Map Approval. In addition to the foregoing, Subdivider shall satisfy all of the Conditions on the Map for the Property. The Conditions associated with the Map are included in Exhibit “B” attached hereto.

1.3. Intent of Plans. The intent of the Plans referenced in Section 1.1 is to prescribe a complete work of improvement which Subdivider shall perform or cause to be performed in a manner acceptable to the City Engineer (or designee), and in full compliance with all codes and the terms of this Agreement. Subdivider shall complete a functional or operable improvement or facility, even though the Plans may not specifically call out all items of work required for Subdivider’s contractor to complete its tasks, incidental appurtenances, materials, and the like. If any omissions are made or information necessary to carry out the full intent and meaning of the Plans, Subdivider or its contractor shall immediately notify its design engineer who will seek approval of the City Engineer for furnishing of detailed instructions. In the event of any doubt or question arising regarding the true meaning of any of the Plans, reference shall be made to the City Engineer whose decision thereon shall be final.

Subdivider recognizes that the Plans consist of general drawings. All authorized alterations affecting the requirements and information given on the Plans shall be in writing and approved by the City Engineer. The Plans shall be supplemented by such working or shop drawings as are necessary to adequately control the work. Without the City Engineer's prior written approval, no change shall be made by Subdivider or its contractor to any plan, specification, or working or shop drawing after it has been stamped as approved.

1.4. Survey Monuments. Before final approval of street improvements, Subdivider shall place survey monuments as shown on Final Map 20161 in accordance with the provisions of the State Subdivision Map Act and the Subdivision Ordinance of the City of Chino. Subdivider shall provide security for such obligation as provided in Section 4.1(a)(iii) and, after setting the monuments, Subdivider shall furnish the City Engineer written notice of the setting of said monuments and written proof of having paid the engineer or surveyor for the setting of said monuments.

1.5. Performance of Work. Subdivider shall furnish or cause to be furnished all materials, labor, tools, equipment, utilities, transportation, and incidentals required to perform Subdivider's obligations under this Agreement.

1.6. Changes in the Work. The City Engineer, without invalidating this Agreement and without notification to any of the sureties or financial institutions referenced in Paragraph 4, may order extra work or may make changes by altering or deleting any portion of the Works of Improvement as specified herein or as deemed necessary by the City Engineer as determined necessary to accomplish the purposes of this Agreement and to protect the public health, safety, or welfare. The City Engineer shall notify Subdivider or its contractor in writing (by Correction Notice) at the time a determination has been made to require changes in the work. No field changes performed or proposed by Subdivider or its contractor shall be binding on City unless approved in writing by the City Engineer. The City and Subdivider may mutually agree upon changes to the Works of Improvement, subject to the security requirements in Section 4.

1.7. Defective Work. Subdivider shall cause its contractor to repair, reconstruct, replace, or otherwise make acceptable any work found by the City Engineer to be defective.

1.8. No Warranty by City. The Plans for the Works of Improvement have been prepared by or on behalf of Subdivider or its consultants or contractors, and City makes no representation or warranty, express or implied, to Subdivider or to any other person regarding the adequacy of the Plans or related documents.

1.9. Authority of the City Engineer. In addition to the authority granted to the City Engineer elsewhere in this Agreement, the City Engineer shall have the authority to decide all questions which may arise as to the quality and acceptability of materials furnished and work performed, and all questions as to the satisfactory and acceptable fulfillment of the terms of this Agreement by Subdivider and its contractor.

1.10. Documents Available at the Site. Subdivider shall cause its contractor to keep a copy of all approved Plans at the job site and shall give access thereto to the City's inspectors and engineers at all times.

1.11. Inspection. Subdivider shall have an authorized representative on the job site at all times during which work is being done who has full authority to act for Subdivider, or its design engineer, and Subdivider's contractor(s) regarding the Works of Improvement. Subdivider shall cause its contractor to furnish the City with every reasonable facility for ascertaining whether or not the Works of Improvement as performed are in accordance with the requirements and intent of this Agreement, including the Plans. If the City inspector requests it, the Subdivider's contractor, at any time before acceptance of the Works of Improvement, shall remove or uncover such portions of the finished work as may be directed which have not previously been inspected. After examination, the Subdivider's contractor shall restore said portions of the work to the standards required hereunder. Inspection or supervision by the City Engineer (or designee) shall not be considered as direct control of the individual workmen on the job site. City's inspectors shall have the authority to stop any and all work not in accordance with the requirements contained or referenced in this Agreement.

The inspection of the work by City shall not relieve Subdivider or its contractor of any obligations to fulfill this Agreement as herein provided, and unsuitable materials or work may be rejected notwithstanding that such materials or work may have been previously overlooked or accepted.

1.12. Compliance with Law; Applicable Standards for Improvements. In addition to the express provisions of this Agreement and the Plans, Subdivider shall cause construction of the Works of Improvement to be completed in accordance with all other applicable federal, state, and local laws, ordinances, rules and regulations. In addition, without limiting the foregoing, the Subdivider shall, at its expense, obtain and comply with the conditions of all necessary permits and licenses for the construction of the Works of Improvement. The Subdivider shall also give all necessary notices and pay all fees and taxes as required by law.

Subdivider shall construct the Works of Improvement in accordance with the City standards in effect at the time of the adoption of the Approved Tentative Map. City reserves the right to protect the public safety or welfare or comply with applicable Federal or State law or City zoning ordinances.

1.13. Suspension of Work. The City Engineer shall have authority to order suspension of the work for failure of the Subdivider's contractor to comply with law pursuant to Section 1.12. In case of suspension of work for any cause whatsoever, Subdivider and its contractor shall be responsible for all materials and shall store them properly if necessary, and shall provide suitable interim drainage and/or dust control measures, and erect temporary structures where necessary.

1.14. Erosion and Dust Control and Environmental Mitigation. All grading, landscaping, and construction activities shall be performed in a manner to control erosion and prevent flooding problems. The City Engineer shall have the authority to require erosion plans to prescribe reasonable controls on the method, manner, and time of grading, landscaping, and construction activities to prevent nuisances to surrounding properties. Plans shall include without limitation temporary drainage and erosion control requirements, dust control procedures, restrictions on truck and other construction traffic routes, noise abatement procedures, storage of materials and equipment, removal of garbage, trash, and refuse, securing the job site to prevent injury, and similar matters.

1.15. Final Acceptance of Works of Improvement. After Subdivider's contractor has completed all of the Works of Improvement, Subdivider shall then request a final inspection of the work. If items are found by the City's inspectors to be incomplete or not in compliance with this Agreement or any of the requirements contained or referenced herein, City will inform the Subdivider or its contractor of such items. After the Subdivider's contractor has completed these items, the procedure shall then be the same as specified above for the Subdivider's contractor's initial request for final inspection. If items are found by City's inspectors to be incomplete or not in compliance after two (2) "final" inspections, the City may require the Subdivider or its contractor, as a condition to performing further field inspections, to submit in writing a detailed statement of the work performed subsequent to the date of the previous inspection which was found to be incomplete or not in compliance at that time. Subdivider shall be responsible for payment to City Engineer of re-inspection fees in the amount necessary to cover the City's costs for additional final inspections, as determined by the City Engineer.

No inspection or acceptance pertaining to specific parts of the Works of Improvement shall be construed as final acceptance of any part until the overall final acceptance by the City Engineer is made. The City Engineer shall make a certification of completion and acceptance on the Works of Improvement by recordation of a Notice of Acceptance on behalf of the City. Final acceptance shall not constitute a waiver by the City Engineer of defective work subsequently discovered.

The date on which the Works of Improvement will be considered as complete shall be the date of the Notice of Acceptance.

1.16. Vesting of Ownership. Upon recordation of the Notice of Acceptance, ownership of the Works of Improvement shall vest in the City.

1.17. Subdivider's Obligation to Warn Public During Construction. Until recordation of the Notice of Acceptance, Subdivider shall give good and adequate warning to the public of any dangerous condition of the Works of Improvements, and shall take reasonable actions to protect the public from such dangerous condition. Until recordation of the Notice of Acceptance, Subdivider shall provide forty-eight (48) hours' advance written notice to all neighboring property owners and tenants affected by Subdivider's operations or construction of the hours, dates and duration of any planned construction activities.

1.18. Injury to Public Improvements, Public Property or Public Utility. Until recordation of the Notice of Acceptance of the Works of Improvement, Subdivider assumes responsibility for the care and maintenance of, and any damage to, the Works of Improvements. Subdivider shall replace or repair all Works of Improvements, public property, public utility facilities, and surveying or subdivision monuments and benchmarks which are destroyed or damaged for any reason, regardless whether resulting from the acts of the Subdivider, prior to the recordation of the Notice of Acceptance. Subdivider shall bear the entire cost of such replacement or repairs regardless of what entity owns the underlying property. Any repair or replacement shall be to the satisfaction, and subject to the approval, of the City Engineer.

Neither the City, nor any officer or employee thereof, shall be liable or responsible for any accident, loss or damage, regardless of cause, occurring to the work or Works of Improvements prior to recordation of the Notice of Acceptance of the work or improvements.

2. Time for Performance.

2.1. Commencement and Completion Dates. Subject to Sections 2.2, 2.3, 2.4, and 2.5 below, Subdivider shall (i) commence with construction and installation of the Works of Improvement thirty (30) days following City's approval of the Plans ("Commencement Date"); and (ii) complete or cause to be completed all of the Works of Improvement within two (2) years after the Commencement Date. In the event good cause exists as determined by the City Engineer, the time for commencement of construction or completion of the Works of Improvement hereunder may be extended by up to three (3) additional one year periods. Extensions shall be executed in writing by the City Engineer. The City Engineer in his or her sole discretion determines whether or not the Subdivider has established good cause for an extension. As a condition of such extension, the City Engineer may require Subdivider to furnish new security guaranteeing performance of this Agreement, as extended, in an increased amount to compensate for any increase in construction costs as determined by the City Engineer. If Subdivider requests and is granted an extension of time for completion of the improvements, City may apply the standards in effect at the time of the extension.

2.2. Phasing Requirements. Notwithstanding the provisions of Section 2.1, the City reserves the right to control and regulate the phasing of completion of specific Works of Improvement as required to comply with applicable City ordinances, regulations, and rules relating to the timely provision of public services and facilities. In addition to whatever other remedies the City may have for Subdivider's failure to satisfy such phasing requirements, as the same now exist or may be amended from time to time, Subdivider acknowledges City's right to withhold the issuance of further building permits on the Property until such phasing requirements are satisfied. Prior to issuance of building permits, Subdivider shall provide satisfactory evidence that all applicable requirements that are a condition to issuance of building permits have been satisfied. Such requirements may include the payment of fees, construction of improvements, or both. Final inspections or issuance of Certificates of Occupancy may be withheld from the Subdivider by the City, if, upon a determination by the City Engineer, completion of specific Works of Improvements or other requirements associated with the development of the Property have not been completed to the City Engineer's satisfaction.

2.3. Offsite Improvements Requiring Acquisition of Interest in Land. Notwithstanding Section 2.1, and pursuant to Section 66463.5 of the Government Code, if any Work of Improvement will be constructed or installed offsite on land in which neither Subdivider nor City has sufficient title or interest to permit the improvements to be made (including, but not limited to the Line H Lateral, defined in Recital E), Subdivider shall not be required to commence with construction and installation of such Works of Improvement until thirty (30) days following receipt of a written notice from City that City has acquired an interest in the land that will permit the improvements to be made, and the improvements shall be completed within one (1) year of such notice or within two (2) years after the Commencement Date, whichever occurs later. The time for completion may be extended under the same terms as provided in Section 2.1. This Section 2.3 does not apply to Works of Improvement that are necessary to assure replacement or

construction of housing for persons and families of low or moderate income, as defined in Section 50093 of the Health and Safety Code.

2.4. Interim Pine Improvements. Notwithstanding Section 2.1 or 2.3, Subdivider shall complete the construction of the Interim Pine Improvements (as defined in Recital D) within one (1) year following receipt of a written notice from the City that City has acquired interest in the land required for such improvements, or Subdivider's receipt of all required state and federal permits to construct such improvements, or Subdivider's receipt of completed designs for such improvements from City, whichever occurs last; provided that City and Subdivider shall diligently pursue receipt of all necessary permits for the improvements. The time for completion may be extended under the same terms as provided in Section 2.1.

2.5. Force Majeure. Notwithstanding the provisions of Section 2.1, 2.3, or 2.4, Subdivider's time for commencement and completion of the Works of Improvement shall be extended for the period of any enforced delay due to circumstances beyond the control and without the fault of Subdivider, including to the extent applicable adverse weather conditions, flood, earthquakes, strikes, lockouts, epidemics and other public health emergencies, construction-industry-wide inability to procure or general shortage of labor or materials in the region in which the Property is located, construction-industry-wide inability to procure equipment or supplies on the open market in the region in which the Property is located, unusual delays resulting from transportation, laws, rules, regulations or orders of a public agency or other public agency action or inaction (including City), changes to the scope of work required by City, and similar causes; provided, however, that the period of any enforced delay hereunder shall not include any period longer than five (5) days prior to City's receipt of a written notice from Subdivider or its contractor detailing the grounds for Subdivider's claim to a right to extend its time for performance hereunder. The City Engineer shall evaluate all claims to Force Majeure and the City Engineer's decision shall be final.

2.6. Continuous Work. After commencement of construction of the Works of Improvement (or separate portion thereof), Subdivider shall cause such work to be diligently pursued to completion, and shall not abandon the work for a consecutive period or more than thirty (30) days, events of Force Majeure excepted.

2.7. Reversion to Acreage. In addition to whatever other rights City may have due to Subdivider's failure to timely perform its obligations hereunder, Subdivider recognizes that City reserves the right to revert the Property to acreage subject to the limitations and requirements set forth in California Government Code Section 66499.11 through Section 66499.20.1. In this regard, Subdivider agrees that if the Works of Improvement have not been completed on or before the later of two (2) years from the date of this Agreement or within the time allowed herein, whichever is the later, and if City thereafter initiates proceedings to revert the Property to acreage, pursuant to Government Code Section 66499.16, Subdivider hereby consents to such reversion to acreage and agrees that any improvements made by or on behalf of Subdivider shall not be considered in determining City's authority to revert the Property to acreage.

3. Labor.

3.1. Labor Standards. This Agreement is subject to, and Subdivider agrees to comply with, all of the applicable provisions of the Labor Code including, but not limited to, the wage and hour, prevailing wage, worker compensation, and various other labor requirements in Division 2, Part 7, Chapter 1, including section 1720 to 1740, 1770 to 1780, 1810 to 1815, 1860 to 1861, which provisions are specifically incorporated herein by reference as set forth herein in their entirety. Subdivider shall expressly require compliance with the provisions of this Section in all agreements with contractors and subcontractors for the performance of the Works of Improvement.

3.2. Nondiscrimination. In accordance with the California Fair Employment and Housing Act ("FEHA"), California Government Code Section 12940 *et seq.*, Subdivider agrees that Subdivider, its agents, employees, contractors, and subcontractor performing any of the Works of Improvement shall not discriminate, in any way, against any person on the basis of race, ethnicity, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Subdivider shall expressly require compliance with the provisions of this Section in all agreements with contractors and subcontractors for the performance of this Agreement.

3.3. Licensed Contractors. Subdivider shall cause all of the Works of Improvement to be constructed by contractors and subcontractors with valid California Contractors' licenses for the type of work being performed. All of Subdivider's contractors and subcontractors shall obtain a valid City of Chino business license prior to performing any work pursuant to this Agreement. Subdivider shall provide the City Engineer with a list of all of its contractors and subcontractors prior to initiating any work, and all valid Contractor's licenses and business licenses issued thereto as a condition of constructing the Works of Improvements.

3.4. Worker's Compensation. Subdivider shall cause every contractor and subcontractor performing any of the Works of Improvement to carry Workers' Compensation Insurance as required by the Labor Code of the State of California and shall cause each such contractor and subcontractor to submit to City a Certificate of Insurance verifying such coverage prior to such contractor or subcontractor entering onto the job site.

4. Security.

4.1. Required Security.

(a) At the time Subdivider executes this Agreement, Subdivider shall furnish to City the following bonds, letters of credit, instruments of credit (assignment of deposit account) or other security acceptable to City in its sole and absolute discretion and satisfying the requirements of the applicable provisions of this Section 4 below (hereinafter "Security Instruments"):

- (i) A Security Instrument securing Subdivider's faithful performance of all of the Works of Improvement ("Faithful Performance Security Instrument"), in the amount of \$12,963,500.00 equal to 100% of the estimated construction cost referenced in Section 1.1.

- (ii) A Security Instrument guaranteeing the payment to contractors, subcontractors, and other persons furnishing labor, materials, and/or equipment ("Labor and Materials Security Instrument") with respect to the Works of Improvement in an amount equal to \$6,481,800.00 equal to 50% of the estimated construction cost referenced in Section 1.1.
- (iii) A Security Instrument guaranteeing the payment of the cost of setting monuments as required in Section 1.4 in the amount of \$30,000.00 equal to 100% of the cost thereof.

This Agreement shall not be effective for any purpose until such Security Instruments are supplied to and approved by City in accordance herewith.

(b) Required Security Instrument for Maintenance and Warranty. Prior to the City Council's acceptance of the Works of Improvement and recordation of a Notice of Completion, Subdivider shall deliver a Security Instrument warranting the work accepted for a period of one (1) year following said acceptance ("Maintenance and Warranty Security Instrument"), in the amount of \$1,296,300.00 equal to 10% of the estimated construction cost set forth in Section 1.1 or a suitable amount determined by the City Engineer.

4.2. Form of Security Instruments. All Security Instruments shall be in the amounts required under Section 4.1 (a) or 4.1(b), as applicable, shall meet the following minimum requirements and otherwise shall be in a form provided by City or otherwise approved by the City Attorney:

(a) Bonds. For Security Instruments provided in the form of bonds, any such bond must be issued and executed by an insurance company or bank authorized to transact surety business in the State of California. Any insurance company acting as surety shall have a minimum rating of A-IX, as rated by the current edition of Best's Key Rating Guide published by A.M. Best's Company, Oldwick, New Jersey, 08858. Any bank acting as surety shall have a minimum rating of AA, as rated by Moody's or Standard & Poor's.

(b) Letters of Credit. For Security Instruments which are letters of credit, any letter of credit shall be an original separate unconditional, irrevocable, negotiable and transferable commercial letter of credit issued by a financial institution with offices in the State of California acceptable to City. Any such letter of credit shall specifically permit City to draw on same by unilateral certification of the City Engineer of the City that Subdivider is in default under its payment or performance obligations hereunder or in the event Subdivider fails to deliver a replacement letter of credit not less than thirty (30) days prior to the date of expiration of any such letter of credit and shall further be subject to the provisions of Section 4.4.

(c) Instrument of Credit. For Security Instruments which are Instruments of Credit, any Instrument of Credit shall be an assignment of deposit account

assigning as security to City all of Subdivider's interest in funds on deposit in one or more bank accounts with financial institutions acceptable to City.

(d) General Requirements for all Security Instruments.

- (i) Payments under any Security Instruments shall be required to be made (and, with respect to bonds, litigation shall be required to be instituted and maintained) in the City of Chino, State of California (and the Security Instrument shall so provide).
- (ii) Each Security Instrument shall have a minimum term of one (1) year after the deadline for Subdivider's completing the Works of Improvement, in accordance with Section 2.1 (other than Instruments of Credit, which shall have no defined term or expiration date).
- (iii) Each Security Instrument shall provide that changes may be made in the Works of Improvement pursuant to the terms of this Agreement without notice to any issuer or surety and without affecting the obligations under such Security Instrument.
- (iv) If the Subdivider seeks to replace any security with another security, the replacement shall: (1) comply with all the requirements for security in this Agreement; (2) be provided by the Subdivider to the City Engineer; and (3) upon its written acceptance by the City Engineer, be deemed a part of this Agreement. Upon the City Engineer's acceptance of a replacement security, the former security may be released by the City.

4.3. Subdivider's Liability. While no action of Subdivider shall be required in order for City to realize on its security under any Security Instrument, Subdivider agrees to cooperate with City to facilitate City's realization under any Security Instrument, and to take no action to prevent City from such realization of any Security Instrument. Notwithstanding the giving of any Security Instrument or the subsequent expiration of any Security Instrument or any failure by any surety or financial institution to perform its obligations with respect thereto, Subdivider shall be personally liable for performance under this Agreement and for payment of the cost of the labor and materials for the improvements required to be constructed or installed hereby and shall, within ten (10) days after written demand therefor, deliver to City such substitute security as City shall require satisfying the requirements in this Section 4.

4.4. Letters of Credit.

- (a) In the event a letter of credit is given pursuant to Section 4.2(b), City shall be entitled to draw on any such letter of credit if a replacement letter of credit (expiring in not less than one (1) year, unless City agrees to a lesser term in City's sole and absolute discretion) is not delivered not less than thirty (30) days prior to the expiration of the original letter of credit, such substitute letter of credit being in

the same amount and having the terms and conditions as the initial letter of credit delivered hereunder, issued by a financial institution acceptable to City as of the date of delivery of the replacement letter of credit.

(b) In the event of draw by the City on a letter of credit, the City may elect, in its sole and absolute discretion, to apply any such funds drawn to the obligations secured by such letter of credit or to hold such funds in an account under the control of the City, with no interest accruing thereon for the benefit of the Subdivider. If the City elects to hold the funds in an account pursuant to the foregoing, City may thereafter at any time elect instead to apply such funds as provided in the foregoing. Subdivider agrees and hereby grants City a security interest in such account to the extent required for City to realize on its interests therein, and agrees to execute and deliver to City any other documents requested by City in order to evidence the creation and perfection of City's security interest in such account.

4.5. Release of Security Instruments. The City shall release all Security Instruments consistent with Government Code Sections 66499.7 and 66499.8, Section 19.09.010 of the Chino Municipal Code, and as follows:

(a) City shall release the Faithful Performance Security Instrument and Labor and Materials Security Instrument when all of the following have occurred:

- (i) Subdivider has made written request for release and provided evidence of satisfaction of all other requirements in this Section 4.5;
- (ii) the Works of Improvement have been accepted;
- (iii) Subdivider has delivered the Maintenance and Warranty Security Instrument; and
- (iv) after passage of the time within which lien claims are required to be made pursuant to Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code of the State of California. If lien claims have been timely filed, City shall hold the Labor and Materials Security Instrument until such claims have been resolved, Subdivider has provided a statutory bond, or otherwise as required by applicable law.

(b) City shall release the Maintenance and Warranty Security Instrument upon Subdivider's written request upon the expiration of the warranty period, and settlement of any claims filed during the warranty period.

(c) The City may retain from any security released, an amount sufficient to cover costs and reasonable expenses and fees, including reasonable attorney's fees.

5. Cost of Construction and Provision of Inspection Service.

5.1. Subdivider Responsible for All Costs of Construction. Subdivider shall be responsible for payment of all costs incurred for construction and installation of the Works of Improvement. In the event Subdivider is entitled to reimbursement from City for any of the Works of Improvement, such reimbursement shall be subject to a separate Reimbursement Agreement to be entered into between Subdivider and City prior to construction of the Works of Improvement.

5.2. Payment to City for Cost of Related Inspection and Engineering Services. Subdivider shall compensate City for all of City's costs reasonably incurred in having its authorized representative make the usual and customary inspections of the Works of Improvement. In addition, Subdivider shall compensate City for all design, plan check, evaluating any proposed or agreed-upon changes in the work. The procedures for deposit and payment of such fees shall be as established by the City. In no event shall Subdivider be entitled to additional inspections or a final inspection and acceptance of any of the Works of Improvement until all City fees and charges have been fully paid, including without limitation, charges for applicable penalties and additional required inspections.

5.3. Payment of Development Impact Fees. Subdivider shall pay Development Impact Fees pursuant to and in accordance with Chino Municipal Code Chapter 3.45, and in accordance with the DIF Prepayment Agreement for Tract 20161, if executed by City and Subdivider.

6. Acceptance of Offers of Dedication. The City Council shall pass as appropriate resolution or resolutions accepting all offers of dedication shown on the Map for the Property, with acceptance to become effective upon completion and acceptance by City of the Works of Improvement. Such resolution(s) shall authorize the City Clerk to execute the Certificate made a part of the Map regarding said acceptance of the offer of dedication.

7. Warranty of Work. Subdivider shall guarantee all Works of Improvement against defective materials and workmanship for a period of one (1) year from the date of final acceptance. If any of the Works of Improvement should fail or prove defective within said one (1) year period due to any reason other than improper maintenance, or if any settlement of fill or backfill occurs, or should any portion of the Works of Improvement fail to fulfill any requirements of the Plans, Subdivider, within fifteen (15) days after written notice of such defects, or within such shorter time as may reasonably be determined by the City in the event of emergency, shall commence to repair or replace the same together with any other work which may be damaged or displaced in so doing. Should Subdivider fail to remedy defective material and/or workmanship or make replacements or repairs within the period of time set forth above, City may make such repairs and replacements and the actual cost of the required labor and materials shall be chargeable to and payable by Subdivider. The warranty provided herein shall not be in lieu of, but shall be in addition to, any warranties or other obligations otherwise imposed by law.

8. Default.

8.1. Default by Subdivider. Default by Subdivider shall include, but not be limited to:

(a) Subdivider's failure to timely commence construction of Works of Improvement under this Agreement;

- (b) Subdivider's failure to timely complete construction of the Works of Improvement;
- (c) Subdivider's failure to perform substantial construction work for a period for 20 consecutive calendar days after commencement of the work;
- (d) Subdivider's insolvency, appointment of a receiver, or the filing of any petition in bankruptcy, either voluntary or involuntary, which Subdivider fails to discharge within 30 days;
- (e) The commencement of a foreclosure action against the subdivision or a portion thereof, or any conveyance in lieu or in avoidance of foreclosure; or
- (f) Subdivider's failure to perform any other obligation under this Agreement.

8.2. Remedies. The City reserves all remedies available to it at law or in equity for a default or breach of Subdivider's obligations under this Agreement. The City shall have the right, subject to this Section, to draw upon or use the appropriate security to mitigate the City's damages in the event of default by Subdivider. The City's right to draw upon or use the security is in addition to any other remedy available to City. The parties acknowledge that the estimated costs and security amounts may not reflect the actual cost of construction of the improvements and, therefore, City's damages for Subdivider's default shall be measured by the cost of completing the required improvements. The City may use the sums provided by the securities for the completion of the Works of Improvement in accordance with the plans. In the event the Subdivider fails to cure any default under this Agreement within 20 days after the City mails a notice of such default to the Subdivider and the Subdivider's surety, Subdivider authorizes the City to perform the obligation for which Subdivider is in default and agrees to pay the entire cost of such performance by the City. The City may take over the work and complete the Works of Improvement, by contract or by any other method City deems appropriate, at the expense of the Subdivider. In such event, City, without liability for doing so, may complete the Works of Improvement using any of Subdivider's materials, appliances, plans and other property that are at the work site and that are necessary to complete the Works of Improvement.

8.3. Notice of Violation. The Subdivider's failure to comply with the terms of this Agreement constitutes Subdivider's consent for the City to file a notice of violation against all the lots in the Subdivision, or to rescind or otherwise revert the Subdivision to acreage. Subdivider specifically recognizes that the determination of whether a reversion to acreage or rescission of the Subdivision constitutes an adequate remedy for default by the Subdivider shall be within the sole discretion of the City.

8.4. Remedies Not Exclusive. In any case where this Agreement provides a specific remedy to City for a default by Subdivider hereunder, the Subdivider agrees that the choice of remedy or remedies for Subdivider's breach shall be in the discretion of the City. Additionally, any remedy specifically provided in this Agreement shall be in addition to, and not exclusive of, City's right to pursue any other administrative, legal, or equitable remedy to which it may be entitled.

8.5. Attorney's Fees and Costs. In the event that Subdivider fails to perform any obligation under this Agreement, Subdivider agrees to pay all costs and expenses incurred by City in securing performance of such obligations, including costs of suit and reasonable attorney's fees. In the event of any dispute arising out of Subdivider's performance of its obligations under this Agreement or under any of the Security Instruments referenced herein, the prevailing party in such action, in addition to any other relief which may be granted, shall be entitled to recover its reasonable attorney's fees and costs. Such attorney's fees and cost shall include fees and costs on any appeal, and in addition a party entitled to attorney's fees and costs shall be entitled to all other reasonable costs incurred in investigating such action, taking depositions and discovery, retaining expert witnesses, and all other necessary and related costs with respect to the litigation. All such fees and costs shall be deemed to have accrued on commencement of the action and shall be enforceable whether or not the action is prosecuted to judgment.

8.6. Waiver. No waiver by the City of any breach or default by the Subdivider shall be considered valid unless in writing, and no such waiver by the City shall be deemed a waiver of any subsequent breach or default by the Subdivider.

9. Indemnity/Hold Harmless. City or any officer, employee or agent thereof shall not be liable for any injury to persons or property occasioned by reason of the acts or omissions of Subdivider, its agents, employees, contractors and subcontractors in the performance of this Agreement. Subdivider further agrees to protect, defend, indemnify and hold harmless City, its officials, boards and commissions, and members thereof, agents, and employees from any and all claims, demands, causes of action, liability or loss of any sort, because of, or arising out of, acts or omissions of Subdivider, its agents, employees, contractors and subcontractors in the performance of this Agreement, except for such claims, demands, causes of action, liability or loss arising out of the sole active negligence of the City, its officials, boards, commissions, the members thereof, agents and employees, including all claims, demands, causes of action, liability or loss because of or arising out of, in whole or in part, the design or construction of the improvements. This indemnification and agreement to hold harmless shall extend to injuries to persons and damages or taking of property resulting from the design or construction of said Subdivision, and the public improvements as provided herein, and in addition, to adjacent property owners as a consequence of the diversion of waters from the design and construction of public drainage systems, streets and other improvements. Recordation of the Notice of Acceptance by the City of the Works of Improvements shall not constitute an assumption by the City of any responsibility for any damage or taking covered by this Section. City shall not be responsible for the design or construction of the property to be dedicated or the improvements pursuant to the approved improvement plans or map, regardless of any negligent action or inaction taken by the City in approving the plans or map, unless the particular improvement design was specifically required by City over written objection by Subdivider submitted to the City Engineer before approval of the particular improvement design, which objection indicated that the particular improvement design was dangerous or defective and suggested an alternative safe and feasible design.

After recordation of the Notice of Acceptance, the Subdivider shall remain obligated to eliminate any latent defect in design or dangerous condition caused by the design or construction

defect; however, Subdivider shall not be responsible for routine maintenance. The provisions of this paragraph shall remain in full force and effect for ten (10) years following the recordation of the Notice of Acceptance by the City of the Works of Improvements. It is the intent of this section that Subdivider shall be responsible for all liability for design and construction of the improvements installed or work done pursuant to this Agreement and that City shall not be liable for any negligence, nonfeasance, misfeasance or malfeasance in approving or reviewing any work or construction. The improvement security shall not be required to cover the provisions of this Paragraph.

Subdivider shall reimburse the City for all costs and expenses, including but not limited to fees and charges of architects, engineers, attorneys, and other professionals, and court costs, incurred by City in enforcing this Section.

Notwithstanding any other provision in this Section 9, Subdivider shall not be liable for defects in designs for the Interim Pine Improvements provided to Subdivider by City.

10. Subdivider's Indemnity of Project Approval. Subdivider shall defend, indemnify, and hold harmless the City and its agents, officers, and employees from any claim, action, or proceeding against the City or its agents, officers, or employees to attack, set aside, void, or annul, an approval of the City, advisory agency, appeal board, or legislative body concerning the Subdivision. The City shall promptly notify the Subdivider of any claim, action, or proceeding and cooperate fully in the defense of any such claim, action, or proceeding. In the event City fails to promptly notify the Subdivider of any claim, action, or proceeding, or if the City fails to cooperate in the defense, the Subdivider shall not thereafter be responsible to defend, indemnify, or hold harmless the City. Nothing in this Section prohibits the City from participating in the defense of any claim, action, or proceeding if City bears its own attorney's fees and costs and defends the action in good faith. Subdivider shall not be required to pay or perform any settlement unless the settlement is approved by the Subdivider.

11. Insurance Requirements. Subdivider, at Subdivider's sole cost and expense and for the full term of this Agreement and any extensions thereto, shall obtain and maintain all of the following minimum insurance requirements in a form approved by the City's authorized designee for Risk Management prior to commencing any work:

- (a) Commercial General Liability policy with a minimum \$1 million combined single limit for bodily injury and property damage providing all of the following minimum coverage without deductibles:
 - (i) Premises operations; including X, C, and U coverage;
 - (ii) Owners' and contractors' protection;
 - (iii) Blanket contractual;
 - (iv) Completed operations; and
 - (v) Products.

(b) Commercial Business Auto policy with a minimum \$1 million combined single limit for bodily injury and property damage, providing all of the following minimum coverage without deductibles:

- (i) Coverage shall apply to any and all leased, owned, hired, or non-owned vehicles used in pursuit of any of the activities associated with this Agreement; and
- (ii) Any and all mobile equipment including cranes which are not covered under the above Commercial Business Auto policy shall have said coverage provided under the Commercial General Liability policy.

(c) Workers Compensation and Employers' Liability policy in accordance with the laws of the State of California and providing coverage for any and all employees of the Subdivider:

- (i) This policy shall provide coverage for Workers' Compensation (Coverage A); and
- (ii) This policy shall provide coverage for \$1,000,000 Employers' Liability (Coverage B).
- (iii) Pursuant to Labor Code section 1861, Subdivider by executing this Agreement certifies: *"I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract."*
- (iv) Prior to commencement of work, the Subdivider shall file with the City's Risk Manager a Certificate of Insurance or certification of permission to self-insure workers' compensation conforming to the requirements of the Labor Code.

(d) Endorsements. All of the following endorsements are required to be made a part of each of the above-required policies as stipulated below:

- (i) "The City of Chino, its officers, employees and agents are hereby added as additional insureds."
- (ii) "This policy shall be considered primary insurance with respect to any other valid and collectible insurance the City may possess, including any self-insured retention the City may have and any other insurance the City does possess shall be considered excess insurance only."

- (iii) "This insurance shall act for each insured and additional insured as though a separate policy has been written for each. This, however, will not act to increase the limit of the insuring company."
- (iv) "Thirty (30) days prior written notice of cancellation shall be given to the City of Chino in the event of cancellation and/or reduction in coverage, except that ten (10) days prior written notice shall apply in the event of cancellation for non-payment of premium." Such notice shall be sent to the Risk Manager at the address indicated in Subsection f below.
- (v) Subsection d(iv) hereinabove "Cancellation Notice" is the only endorsement required of the Workers' Compensation and Employers' Liability policy.

(e) Admitted Insurers. All insurance companies providing insurance to the Subdivider under this Agreement shall be admitted to transact the business of insurance by the California Insurance Commissioner.

(f) Proof of Coverage. Copies of all required endorsements shall be attached to the Certificate of Insurance which shall be provided by the Subdivider's insurance company as evidence of the coverage required herein and shall be mailed to:

City of Chino
Risk Management
13220 Central Avenue
Chino, CA 91710

12. Environmental Warranty.

12.1. Prior to the acceptance of any dedications or Works of Improvement by City, Subdivider shall provide City with a written warranty in a form substantially similar to Exhibit "C" attached hereto and incorporated herein by reference, that:

(a) Neither the property to be dedicated nor Subdivider are in violation of any environmental law, and neither the property to be dedicated nor the Subdivider are subject to any existing, pending or threatened investigation by any federal, state or local governmental authority under or in connection with the environmental laws relating to the property to be dedicated.

(b) Neither Subdivider nor any other person with Subdivider's permission to be upon the property to be dedicated shall use, generate, manufacture, produce, or release, on, under, or about the property to be dedicated, any Hazardous Substance except in compliance with all applicable environmental laws. For the purposes of this Agreement, the term "Hazardous Substances" shall mean any substance or material which is capable of posing a risk of injury to health, safety or property, including all those materials and substances designated as hazardous

or toxic by any federal, state or local law, ordinance, rule, regulation or policy, including but not limited to, all of those materials and substances defined as "Toxic Materials" in Sections 66680 through 66685 of Title 22 of the California Code of Regulations, Division 4, Chapter 30, in effect as of the date of this Agreement and/or the date of the completion of the public improvements, or any other materials requiring remediation under federal, state or local laws, ordinances, rules, regulations or policies in effect as of the date of this Agreement and/or the date of the completion of the public improvements.

(c) Subdivider has not caused or permitted the release of, and has no knowledge of the release or presence of, any Hazardous Substance on the property to be dedicated or the migration of any hazardous substance from or to any other property adjacent to, or in the vicinity of, the property to be dedicated.

(d) Subdivider's prior and present use of the property to be dedicated has not resulted in the release of any hazardous substance on the property to be dedicated.

12.2. Subdivider shall give prompt written notice to City of:

(a) Any proceeding or investigation by any federal, state or local governmental

(b) authority with respect to the presence of any hazardous substance on the property to be dedicated or the migration thereof from or to any other property adjacent to, or in the vicinity of, the property to be dedicated.

(c) Any claims made or threatened by any third party against City or the property to be dedicated relating to any loss or injury resulting from any hazardous substance; and

(d) Subdivider's discovery of any occurrence or condition on any property adjoining or in the vicinity of the property to be dedicated that could cause the property to be dedicated or any part thereof to be subject to any restrictions on its ownership, occupancy, use for the purpose for which it is intended, transferability or suit under any environmental law.

13. General Provisions.

13.1. Successors and Assigns. This Agreement shall be binding upon all successors and assigns to Subdivider's right, title, and interest in and to the Property and any portion thereof. Subdivider hereby consents to City recording this Agreement as official records of San Bernardino County, affecting fee title interest to the Property to provide constructive notice of the rights and obligations incurred by Subdivider in the City's approval of this Agreement. In the event the Property is subsequently conveyed by Subdivider to a third party prior to completion of the Works of Improvement, whereby the third party is intended to assume Subdivider's responsibilities with regard to this Agreement, (the "Replacement Subdivider"), the rights and obligations of this Agreement shall transfer to the Replacement Subdivider; however, the

Security Instruments required pursuant to Section 4 of this Agreement, and furnished by Subdivider as a condition of the City's approval of this Agreement, shall remain Subdivider's responsibility to maintain until such time as Subdivider and its Replacement Subdivider enter into a Transfer and Assignment of Subdivision Agreement, (the "Transfer Agreement"), to acknowledge the transfer of fee title to the Property from the Subdivider to its Replacement Subdivider, and to acknowledge the rights and obligations associated with this Agreement upon the Replacement Subdivider, including Replacement Subdivider's responsibility to furnish replacement Security Instruments meeting the City's approval pursuant to Section 4 of this Agreement. Until such time as a Transfer Agreement, meeting the City's approval, is executed by Subdivider and its Replacement Subdivider, and replacement Security Instruments meeting City's approval are furnished by the Replacement Subdivider, Subdivider retains sole responsibility for maintaining all Security Instruments required pursuant to Section 4 of this Agreement.

13.2. No Third-Party Beneficiaries. This Agreement is intended to benefit only the parties hereto and their respective successors and assigns. Neither City nor Subdivider intend to create any third-party beneficiary rights in this Agreement in any contractor, subcontractor, member of the general public, or other person or entity.

13.3. No Vesting Rights. Performance by the Subdivider of this Agreement shall not be construed to vest Subdivider's rights with respect to any change in any zoning or building law or ordinance.

13.4. Subdivider is Not Agent of City. Neither Subdivider nor Subdivider's agents, contractors, or subcontractors are agents or contractors of the City in connection with the performance of Subdivider's obligations under this Agreement.

13.5. Time of the Essence. Time is of the essence of Subdivider's performance of all of its obligations under this Agreement.

13.6. Notices. Unless otherwise specified in this Agreement, all notices required or provided for under this Agreement shall be in writing and delivered in person or sent by mail, postage prepaid and addressed as provided in this Section. Notice shall be effective on the date is delivered in person, or, if mailed, on the date of deposit in the United States Mail. Notice shall be provided to the persons listed on Pages 1 and 2 of this Agreement by the parties for this purpose.

Either party may provide a new designated representative and/or address by written notice as provided in this Section.

13.7. No Apportionment. Nothing contained in this Agreement shall preclude City from expending monies pursuant to agreements concurrently or previously executed between the parties, or from entering into agreements with other subdividers for the apportionment of costs of water and sewer mains, or other improvements pursuant to the provisions of the City ordinances providing therefore. Nor shall anything in the Agreement commit City to any such apportionment.

13.8. Severability. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect unless amended or modified by mutual written consent of the parties.

13.9. Captions. The captions of this Agreement are for convenience and reference only and shall not be used in the interpretation of any provision of this Agreement.

13.10. Incorporation of Recitals. The recitals to this Agreement are hereby incorporated into the terms of this Agreement.

13.11. Interpretation. This Agreement shall be interpreted in accordance with the laws of the State of California.

13.12. Entire Agreement; Waivers and Amendments. This Agreement integrates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations and previous agreements between the parties with respect to all or part of the subject matter hereof, except as may be expressly provided herein. All waivers of the provisions of this Agreement must be in writing and signed by an authorized representative of the party to be charged, and all amendments hereto must be in writing and signed by the appropriate representatives of both parties.

13.13. Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together shall be deemed one original.

14. Authority. The persons executing this Agreement on behalf of the parties warrant (i) the party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into of this Agreement does not violate any provisions of any other agreement to which said party is bound.

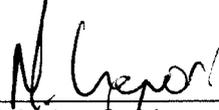
[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the City and the Subdivider have caused this Agreement to be executed the day and year first above written.

APPROVED AS TO FORM:

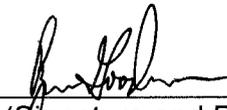
Fred Galante, City Attorney

APPROVED AS TO CONTENT:



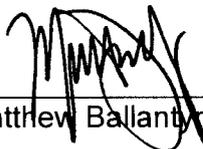
Nicholas S. Liguori, AICP
Director of Development Services

CHINO PRESERVE DEVELOPMENT CORPORATION:

By: 

(Signature and Date)
Name: Bryan Broadman
(Please type or print name)
Title: Authorized Agent
(Please type or print title)

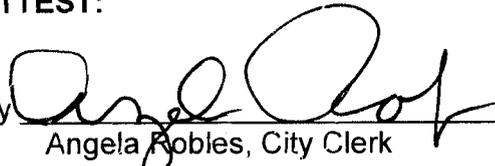
CITY OF CHINO



Matthew Ballantyne, City Manager

Dated: 9.2.20

ATTEST:

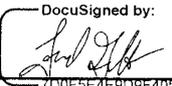
By: 

Angela Robles, City Clerk

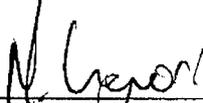
Dated: 9.8.2020

IN WITNESS WHEREOF, the City and the Subdivider have caused this Agreement to be executed the day and year first above written.

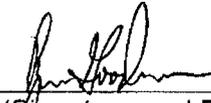
APPROVED AS TO FORM:

DocuSigned by:

Fred Galante, City Attorney

APPROVED AS TO CONTENT:


Nicholas S. Liguori, AICP
Director of Development Services

CHINO PRESERVE DEVELOPMENT CORPORATION:

By: 
(Signature and Date)

Name: Bryan Broadman
(Please type or print name)

Title: Authorized Agent
(Please type or print title)

CITY OF CHINO

Matthew Ballantyne, City Manager

Dated: _____

ATTEST:

By _____
Angela Robles, City Clerk

Dated: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

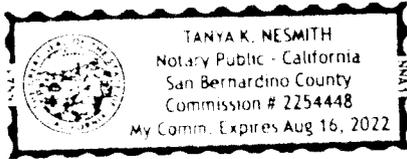
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Bernardino)
On July 28, 2020 before me, Tanya K. Nesmith, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Bryan Goodman
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Tanya Nesmith
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

EXHIBIT "A"

FINAL MAP 20161 LEGAL DESCRIPTION

ALL OF THAT REAL PROPERTY IN THE CITY OF CHINO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

TRACT 20161, AS PER MAP FILED IN BOOK , PAGES THROUGH INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

[Specific Legal Description to be inserted at Time of Map Recordation]

EXHIBIT "B"

TENTATIVE TRACT MAP 20161 WORKS OF IMPROVEMENT

- A. Removal of undesirable, dangerous and dead plant materials and roots.
- B. All onsite and offsite grading as specified on the approved grading plan.
- C. Relocation of all public utility structures as necessary to properly construct the required improvements.
- D. Storm drain facilities as required and shown on the approved construction plans and in accordance with City Standards.
- E. Sanitary sewers constructed as shown on the approved, engineered plans and in accordance with City Standards.
- F. Water mains, valves, hydrants, services, meters and appurtenances to serve each lot as shown on the approved construction plans and in accordance with City Standards.
- G. Underground installation of all electrical, telephone, cable television and any other energy or communication lines that abut or are within the project site.
- H. A street lighting system (City-owned) in accordance with City Standards.
- I. Disposal of all rocks and debris located within any public right-of-way within said development or on the boundary streets thereof.
- J. Installation of concrete curbs, gutters, sidewalks, cross gutters, driveways and intersections as shown on approved construction plans and in accordance with City Standards.
- K. Installation of asphalt concrete or Portland Cement Concrete street pavement on base material as shown on approved construction plans and in accordance with City Standards.
- L. Street signs at intersections per the City Standards.
- M. Installation of approved landscaping (plants and materials).
- N. Setting monuments as required by the State Code.

The Subdivider shall also perform all work and furnish all materials necessary, in the opinion of the Director of Development Services or his designee and on his order, to complete the improvements in accordance with the plans and specifications on file as hereinbefore specified, or any changes required or ordered by said Engineer which, in his opinion, are necessary or required to complete this work.

NL	_____	CM	_____	DSH	X
MB	_____	IA	_____	MK	X
GP	_____		_____		

E-Mail Sent: _____
 To: M. Staar

**DEVELOPMENT ENGINEERING DIVISION CONDITIONS OF APPROVAL
 TRACT MAP NO. 20161(PL18-0011)**

DATE: **~~7/31/19~~ 7/1/2020** PC MEETING DATE: **~~8/5/19~~ Dev Mod: 7/20/2020**

PROJECT DESCRIPTION: MD Residential Development on 44.13 Gross Acres (10 Numbered Lots and 9 Lettered Lots)

PROJECT LOCATION: N/o Pine, S/o Bickmore, W/o Rincon Meadows, and E/o Mayhew

APPLICANT: Lewis Management Corp. PROJECT ENGINEER: M. Khudadatov/D. Hammer

PRIOR TO THE FIVE MAJOR DEVELOPMENT EVENTS, THE APPLICANT SHALL SATISFY AND FULFILL ALL CONDITIONS OUTLINED BELOW. FAILURE TO COMPLY WITH ANY CONDITIONS OF APPROVAL SHALL BE DEEMED JUST CAUSE FOR REVOCATION OF PROJECT APPROVAL BY THE PLANNING COMMISSION. HOWEVER, THE DIRECTOR OF DEVELOPMENT SERVICES SHALL HAVE THE AUTHORITY TO APPROVE MINOR DEVIATIONS IN THE CONDITIONS OF APPROVAL, AND ALL PLANS INCLUDING THE CONSTRUCTION DRAWINGS. ALL APPLICABLE CONDITIONS FOR TM 17571 SHALL APPLY.

BOLD TEXT ARE REVISED AND NEW CONDITIONS FOR DEVELOPER MODIFICATION #1.

1.0 PRIOR TO MAP RECORDATION:

- 1.1 Provide a preliminary Title Report no older than 60 days.
- 1.2 Submit a preliminary soils report to the project engineer for review and approval in accordance with Government Code, Section 66434.5.
- 1.3a Make the following dedications:

<u>Street Name</u>	<u>Distance</u>	<u>Direction From C/L</u>
Meadowhouse Ave (N)	58' , 58'	W , E
Meadowhouse Ave (N/o Roundabout)	33' , 33'	W , E
Meadowhouse Ave (S)	58' , 53'	W , E
Hollyhock Ave	30' , 18'	W , E
Olive Grove Ave	18' , 30'	W , E
Botany St	30' , 30' & 30' , 18'	N , S
Channel View St	30' , 30' & 18' , 30'	N , S
Desert Holly St	30' , 30' & 30' , 38'	N , S
Channel View St (E & W)	30' , 30'	N , S
Sandpiper Ave	30' , 30'	W , E
Osprey Ave	30' , 30'	W , E
Pine Ave ¹	65'	N

1. Dedicate an easement, for purposes of public access to meandering sidewalk, along north side of Pine Ave frontage.

- 1.3b Provide necessary utility easements with back-up information, to the satisfaction of the City Engineer.
- 1.3c Prepare and record necessary drainage easements to implement the project in accordance with drainage law. Width & Location to the satisfaction of City Engineer.
- 1.4 Execute a Subdivision Agreement and submit security in an amount acceptable to the City Engineer to guarantee construction of the public improvements listed in 2.0. All security must be accessible to the City at any time and in a form acceptable to the Director of Development Services, pursuant to Government Code, Section 66499.
- 1.5 Provide a Monumentation Bond in an amount specified in writing by a Registered Engineer or Licensed Land Surveyor of Record.
- 1.6 Submit a list of proposed street names for the interior streets to the Street Naming Committee for name(s) selection.
- 1.7 Comply with all applicable requirements of the City Code.
- 1.8 Pay all applicable fees pursuant to City Code including, but not limited to, plan check fees.
- 1.9 Proposed map shall vacate existing ROW and dedicate new ROW.
- 1.10 Comply with all requirements of The Preserve Specific Plan, including but not limited to those indicated in these conditions.
- 1.11 In collaboration with the City, acquire right-of-way, drainage easements and all other rights on Pine Avenue and Euclid Avenue as needed to accommodate street widening. Pursuant to Section 66462.5 of The Subdivision Map Act, if unable to acquire right-of-way, enter into an agreement with the City to complete the improvements at such time as the City acquires the right-of-way.
- 1.12 Comply with all requirements of "Trip Generation Assessment", dated August 21, 2018, prepared by Linscott, Law, & Greenspan.

2.0 PRIOR TO ISSUANCE OF GRADING/CONSTRUCTION PERMITS FOR THE SUBDIVISION:

- 2.1 All required plans and studies shall be prepared by a Registered Professional Engineer and submitted to the project engineer for review and approval. All project plans must be approved by the City Engineer's office before a Building Permit will be issued. All maps, studies, calculation sheets, reports, etc. must be on and/or folded in an 11-inch x 8 1/2-inch standard format.
- 2.2 Prepare and submit a drainage study, including supporting hydraulic and hydrological data to the project engineer for approval. The study shall confirm or recommend changes to the City's adopted Master Drainage Plan by identifying off-site and on-site storm water runoff impacts resulting from build-out of permitted General Plan land uses. In addition, the study shall identify the project's contribution and shall provide locations and sizes of catchments and system connection points and all downstream drainage-mitigating measures.
- 2.3 Design per City Standards full public improvements for all impacted and interior streets/facilities in accordance with City Code, Standards and Specifications. Such public

improvements may include, but not be limited to the following: (Please coordinate and verify all requirements with the project engineer.)

	Street Names							
	Meadowh ouse Ave(N) ¹		Meadowh ouse Ave ²		Meadow house Ave(S) ³		Hollyhock Ave(@ Park) ⁴	
	W	E	W	E			W	E
Curb & Gutter (Offset from Centerline)	43'	43'	18'	18'	31'-39' W		18'	18'
Sidewalk (Width)	5'	5'	5'	5'	5'	5'	5'	5'
Asphalt Concrete Pavement on Aggregate Base (Width from Centerline)	Full Width		Full Width		Full Width		Full Width	
Asphalt Concrete Overlay								
Street Lights	X		X		X		X	
Median Island and Landscaping	X				X			
Parkway Landscaping	X		X		X		X	
Striping and Traffic Controls	X		X		X		X	
Traffic Signal Interconnect								
Conduit System for CATV								
Sewer	X		X		X		X	
Storm Drain	X		X		X		X	
Domestic Water	X		X		X		X	
Recycled Water	X		X		X		X	
Fire Hydrants as required by CVIFD	X		X		X		X	

	Street Names							
	Olive Grove Ave(@ Park) ⁴		Botany St		Channel View St (@ Park) ⁴		Channel View St (E & W) ^{5,6}	
	W	E	N	S	N	S	N	S
Curb & Gutter (Offset from Centerline)	18'	18'	18'	18'	18'	18'	18'	18'
Sidewalk (Width)	5'	5'	5'	5'	5'	5'	5'	5'
Asphalt Concrete Pavement on Aggregate Base (Width from Centerline)	Full Width		Full Width		Full Width		Full Width	
Asphalt Concrete Overlay								
Street Lights	X		X		X		X	
Median Island and Landscaping								
Parkway Landscaping	X		X		X		X	
Striping and Traffic Controls	X		X		X		X	
Traffic Signal Interconnect								
Conduit System for CATV								
Sewer	X		X		X		X	
Storm Drain	X		X		X		X	
Domestic Water	X		X		X		X	
Recycled Water			X		X		X	
Fire Hydrants as required by CVIFD	X		X		X		X	

	Street Names							
	Desert Holly St		Sandpiper Ave ⁷		Osprey Ave ⁸		Pine Ave ¹¹	
	N	S	W	E	W	E	N	
Curb & Gutter (Offset from Centerline)	18'	18'	18'	18'	18'	18'	45'	
Sidewalk (Width)	5'	5'	5'	5'	5'	5'	13'	
Asphalt Concrete Pavement on Aggregate Base (Width from Centerline)	Full Width		Full Width		Full Width		Half Width	
Asphalt Concrete Overlay								
Street Lights	X		X		X		X	
Median Island and Landscaping								
Parkway Landscaping	X		X		X		X	
Striping and Traffic Controls	X		X		X		X	
Traffic Signal Interconnect							X	
Conduit System for CATV							X	
Sewer	X		X		X			
Storm Drain	X		X		X		X ¹⁰	
Domestic Water	X		X		X		X ⁹	
Recycled Water								
Fire Hydrants as required by CVIFD	X		X		X		X	
Other _____								

	Street Names			
	Botany St (@ Park) ⁴		Bickmore Ave	
	N	S	S	
Curb & Gutter (Offset from Centerline)	18'	18'	29'	
Sidewalk (Width)	5'	5'	5'	
Asphalt Concrete Pavement on Aggregate Base (Width from Centerline)	Full Width		Half Width	
Asphalt Concrete Overlay				
Street Lights	X		X	
Median Island and Landscaping				
Parkway Landscaping	X		X	
Striping and Traffic Controls	X		X	
Traffic Signal Interconnect				
Conduit System for CATV				
Sewer	X			
Storm Drain	X			
Domestic Water	X			
Recycled Water	X			
Fire Hydrants as required by CVIFD	X			
Other _____				

1. Bickmore Ave to Botany St.
2. Channel View St to Traffic Circle.
3. Traffic Circle to Pine Ave.

4. Along Central Park.
 5. Terminate Channel View St at west end to the satisfaction of City Engineer.
 6. Terminate Channel View St at east end using a cul-de-sac, conforming to City standards.
 7. Terminate Sandpiper Ave at north and south end using a cul-de-sac, conforming to City standards.
 8. Join existing curb returns off of Bickmore Ave.
 9. Construct 12" domestic water line in Pine Ave, from west tract boundary to Meadowhouse Ave, and join existing 12" domestic water line at intersection of Pine Ave and Meadowhouse Ave.
 10. Master plan Line H lateral. Dry line from outlet structure at project basin to future manhole at intersection of Pine Ave and Mayhew Ave.
 11. **Construct** Improvements per 2.27.
- 2.4 Obtain design and plan approval from appropriate utility companies for undergrounding all utility lines adjoining and interior to the project, including power lines of 34.5 kV or less, in accordance with City Code, Chapter 13.32.
- 2.5 All projects developing one (1) acre or more of total land area, or which are part of a larger phased development that will disturb one acre of land, are required to obtain coverage under the State Water Resources Control Board's (SWRCB) General Permit for storm water discharges associated with construction activity. Proof of filing a Notice of Intent (NOI) with the SWRCB for coverage under this permit is required. A copy of the Waste Discharger's Identification Number (WDID), issued by the SWRCB, must be submitted to the Project Engineer prior to issuance of grading permits. More detailed information regarding this General Permit, applicable fee information and the necessary forms to complete the NOI are available by calling (916) 341-5537 or on the SWRCB web site at http://www.swrcb.ca.gov/water_issues/programs/stormwater/constpermits.shtml.
- 2.6 Pursuant to Santa Ana Regional Water Quality Control Board Order Number R8-2010-0036, NPDES Permit No. CAS618036, prepare a project-specific Water Quality Management Plan (WQMP) and submit to the project engineer for review and approval. To address NPDES Permit requirements to the maximum extent practicable, the project shall be designed to specify preferential use of Low Impact Development Best Management Practices that reduce pollutants and runoff volume through structural measures (e.g. infiltration, harvesting, and bio-treatment) and non-structural measures (e.g. preserving natural areas, clustering development, and reducing impervious areas). The WQMP shall conform to the requirements of the San Bernardino County Stormwater Program, 2013 WQMP Technical Guidance Document.
- 2.7 Any future maintenance and repair of fire service and sewer laterals to the project site shall be the sole responsibility of the applicant/property owner in accordance with City Code, Chapter 13.04.175 and 13.12.150.
- 2.8 Convey ownership of all existing onsite water wells to the City and convert to monitoring wells as directed by the City's Water Utilities Supervisor. Prepare and record any necessary easements to provide the City with access to the monitoring wells. Any existing water wells that cannot be feasibly converted to monitoring wells shall be destroyed per City Standard No. 465.
- 2.9 City staff shall determine the type of water (potable or recycled) to be used for grading operations, dust control activities, and common area/public landscape irrigation at the time of permit issuance.
- 2.10 All public street corners shall have a minimum curb radii per City Code, Chapter 19.06 and City Standards and Specifications.

- 2.11 Provide adequate sight distance per City Standard No. 865 for each project driveway and at all intersections. Landscaping type and height shall be maintained to ensure sight distance requirements are perpetuated.
- 2.12 Submit to the City electronic files, in Adobe Acrobat PDF format, of all submittals, including reports, studies, improvement plans and City redlines of previous submittals.
- 2.13 The developer is responsible to contract with the City's designated traffic signal maintenance company for ongoing maintenance of traffic signals until such time the improvements are accepted by the City.
- 2.14 Testing of existing asphalt sections will be required to determine structural integrity of road section. If the road section is deemed inadequate, the developer shall provide plans to replace existing road section per Soils Engineer recommendation, to the satisfaction of City Engineer.
- 2.15 The owner is responsible for the continued operation and maintenance of perimeter and interior street lights, common area landscaping, and parkway areas (landscaping, sidewalk). The project is required to annex the properties into the Preserve Master Maintenance Corporation (PMMC).
- 2.16 Design Line H lateral, which will ultimately dewater the basin, once storm drain Line H is constructed. Lateral shall be capped for future connection to outlet structure at basin.
- 2.17 Reconstruct curb ramps to meet ADA requirements to the satisfaction of City Engineer.
- 2.18 Reconstruct all current 4' sidewalk to conform to the current requirement of 5' sidewalks.
- 2.19 Until such time that the ultimate downstream storm drain improvements of the Subarea 2 master plan of drainage are constructed. This development shall mitigate its impact to downstream properties by reducing post-developed runoff to 80% of pre-developed runoff peak flow rates. The analysis shall include 2, 5, 10, 25 & 100 year frequency storm events. Since this project will utilize a basin for this purpose, provisions for emergency overflow, should the basin fail, shall be provided.
- 2.20 Provide continued access to the City of Chino over the adjoining property owned by the City of Chino, located at the SWC of tract (site of proposed basin). Enter into an agreement with the City of Chino for ongoing use of and maintenance of the City of Chino parcel.
- 2.21 Design proposed traffic signal interconnect along Pine Ave from westerly tract boundary to join location of existing interconnect at the intersection of Pine Ave and Rincon Meadows Ave.
- 2.22 Design 4-lane interim street configuration of Pine Avenue from westerly property line to Rincon Meadows to the satisfaction of City Engineer.
- 2.23 Prepare plans to relocate traffic signal at (main entrance) Meadowhouse Ave and Pine Ave to accommodate ultimate street section. Include a westbound right turn pocket to the satisfaction of City Engineer. Connect to proposed interconnect at project frontage.
- 2.24 Design pump station to dewater the WQMP/Flood Control Basin, to the satisfaction of City Engineer.
- 2.25 Comply with all requirements of Pine Ave traffic study.

- 2.26 Submit Pedestrian Accessibility Exhibit for approval by Accessibility Coordinator.
- 2.27 The City shall design Design** per City Standards the following required improvements on Pine Avenue between Euclid and Mayhew Avenues to the satisfaction of the City Engineer. Applicant shall only receive DIF credit for the ~~design and~~ construction of ~~ultimate~~* improvements identified in the City's latest DIF Nexus Study:
- A. Widen Pine Avenue to provide two westbound lanes, a two-way left turn lane, and two eastbound lane. Provide two westbound left turn lanes and two northbound right turn lanes at the Euclid Avenue intersection. Improvements shall include but are not limited to AC pavement, curb, gutter, signing, and striping.
 - B. Restripe Pine Avenue to increase the capacity of the two westbound left turn lanes at the Pine & Euclid intersection to the satisfaction of the City.
 - C. Install temporary striping to accommodate a transition between lane configurations at Mayhew Avenue.

3.0 PRIOR TO ISSUANCE OF BUILDING PERMITS FOR ANY LOT WITHIN THE SUBDIVISION:

- 3.1 Record Tract Map No. 20161 pursuant to the Subdivision Map Act and in accordance with City Code. Provide a duplicate photo mylar of the recorded map to the City Engineer's office.
- 3.2 Provide a certificate, from a Registered Civil Engineer, certifying that the finished grading has been completed in accordance with the City approved grading plan.
- 3.3 Pay all applicable fees including, but not limited to, Development Impact Fees (DIF), fair share fees and Sewage Facilities Development Fee (SFDF) not previously paid under Item 1.0 & 2.0 above, in accordance with the City Code.
- 3.4 Developers constructing Public Improvements included in the Development Impact Fees Nexus and Calculation Report and correlating Master Facilities Plan are subject to the provisions set forth in the Bidding and Contract Requirements for Public Improvements Policy (Resolution 2019-043). The Policy was adopted in conjunction with the comprehensive update to the Chino Municipal Code Chapters 3.40 and 3.45 entitled Development Impact Fees of which, Sections 3.40.130(B) and 3.45.130(B) of these Chapters establish the requirements set forth in the Policy and also the requirements for reimbursement/credits against Development Impact Fees. Please visit the City's website to obtain copies the updated Ordinances 2019-007 and 2019-009 and Policy.
- 3.5 The developer shall enter into a "DIF Pre-Payment Agreement" with the city for STORM DRAINAGE COLLECTION SYSTEM FACILITIES & CIRCULATION categories as it pertains to the ultimate Pine Ave improvements included in the DIF Nexus Report for design, right-of-way, and construction.

**Strikeout – language removed at Planning Commission*

4.0 PRIOR TO REQUEST AND RELEASE OF ANY OCCUPANCY PERMITS:

- 4.1 Construct and secure Development Services Department approval of all required improvements and public facilities enumerated under Section 2.0 & 3.0 above (per Resolution No. 88-23) **except those items addressed in item 5.0, below. Pine Ave improvements (westerly portion of item 2.22, above) from the westerly tract boundary to the east side of the intersection with Meadowhouse Ave including, but not limited to curb and gutter, paving, street lights, traffic signal (item 2.23, above) , traffic signal interconnect conduit (westerly portion of conduit, item 2.21, above) and landscaping shall be completed prior to any occupancy.**
- 4.2 Underground all utility lines adjoining and interior to the project, including power lines of 34.5kV or less in accordance with City Code, Chapter 13.32.
- 4.3 The applicant's Civil Engineer shall field verify that all BMPs are designed, constructed, and functional in accordance with the approved WQMP. BMPs shall also be inspected by Public Works Environmental staff. Coordinate inspection with staff and submit a completed City of Chino BMP field verification form for review and approval.
- 4.4 Slurry seal along all streets impacted by the construction of this development as directed by City staff. Install signing and striping per approved plans.
- 4.5 Submit to the City, electronic files of Tract/Parcel Map and "as-built" improvement plans in AUTOCAD format and Adobe Acrobat PDF format. AUTOCAD files shall be submitted as an archived zip file of the CAD drawings with all base files attached.

5.0 COMPLETE PINE AVE. PUBLIC IMPROVEMENTS:

- 5.1 **Within one year of obtaining right of way from the applicable offsite property owners and obtaining required permits from State and federal agencies, construct and secure Development Services Department approval of all required improvements and public facilities described as follows:**
 - A. **Construct Line H storm drain lateral described in item 2.16, above. (APNs 1057-031-01 and 03)**
 - B. **Construct interim Pine Ave street widening between Euclid Ave and Mayhew Ave described in item 2.27, above. (APNs 1056-392-05 and 06)**
 - C. **Slurry seal along all streets impacted by the construction of this development as directed by City staff. Install signing and striping per approved plans.**
- 5.2 **Before the end of calendar year 2021, construct and secure Development Services Department approval of all required improvements and public facilities in item 2.22, above. These improvements are generally described as Pine Ave Stage 3. Slurry seal along all streets impacted by the construction of this development as directed by City staff. Install signing and striping per approved plans.**

Attachment

CITY OF CHINO
DEVELOPMENT SERVICES DEPARTMENT
DEVELOPMENT ENGINEERING DIVISION

ITEMS REQUIRED FOR FIRST PLAN CHECK SUBMITTAL

TRACT MAP NO. 20161

PROJECT ENGINEER: M. Khudadatov/D. Hammer

DATE: 7/15/19 7/1/2020

- A COPY OF THIS CHECK LIST MUST BE SUBMITTED WITH THE FIRST PLAN CHECK
- 1 Copy of Development Engineering Division Conditions of Approval with approved TTM
- 2 Sets of Maps (Subdivision Only)
- 2 Copies of preliminary Title Report (no older than sixty days) with support documents (Subdivision Only)
- 2 Copies of Closure Calculations (Subdivision Only)
- 1 Set of Referenced Maps (Subdivision Only)
- 2 Copies of Preliminary Soils Report (no older than sixty days)
- 2 Copies of lot line adjustment certificate
- 2 Copies of lot merger
- 2 Copies of right-of-way dedication
- 4 Sets of Rough Grading Plans
- 5 Sets of Precise Grading Plans
- 4 Sets of Storm Drain Plans
 - Pine Ave Storm Drain Plans
 - Backbone/In-tract Storm Drain Plans
- 2 Copies of Hydrology and Hydraulic Calculations with Backup Data (Signed and Sealed by a Registered Civil Engineer)
- 2 Copies of Engineering Cost Estimate (On City Forms) with Engineer's Wet Signature and Stamp
- 3 Sets of Street Improvements Plans
 - Backbone/In-tract Street Imp. Plans
 - Pine Ave Street Imp. Plans
- 3 Copies of Cross-Sections (if street plans are required) at 50' intervals and extended a minimum of 100' beyond limits of improvements
- 2 Sets of Sewer Plans
 - Backbone/In-tract Sewer Imp. Plans
- 3 Sets of Domestic Water Plans
 - Backbone/In-tract Water Imp. Plans
- 2 Sets of Recycled Water Plans
 - Backbone/In-tract Recycled Water Imp. Plans
- 2 Sets of Street Light Plans
 - Pine Ave Street Light Plans
 - Bickmore Ave Street Light Plans
 - Backbone/In-tract Street Light Plans

- 2 Copies of Voltage Drop Calculations (Signed and Sealed by a Registered Engineer)
- 2 Sets of Signing and Striping Plans
 - Backbone/In-tract S & S Plans
- 1 Sets of Traffic Signal Interconnect Plans
 - Pine Ave IC Plan
- 2 Sets of Traffic Signal Plans
- 1 Water Quality Management Plan
- 1 Submit Accessible Route Plan approved by City Accessibility Coordinator

EXHIBIT "C"

FINAL MAP NO. 20161

CHINO PRESERVE DEVELOPMENT CORPORATION

ENVIRONMENTAL WARRANTY

As a condition precedent to acceptance of the dedications and public improvements to be conveyed by the above-named Subdivider to the City of Chino for the above-referenced Subdivision, Subdivider hereby warrants to the City of Chino that:

1. Neither the property to be dedicated nor Subdivider are in violation of any environmental law, and neither the property to be dedicated nor the Subdivider are subject to any existing, pending or threatened investigation by any federal, state or local governmental authority under or in connection with the environmental laws relating to the property to be dedicated.

2. Neither Subdivider nor any other person with Subdivider's permission to be upon the property to be dedicated has used, generated, manufactured, produced, or released, on, under, or about the property to be dedicated, any Hazardous Substance except in compliance with all applicable environmental laws. For the purposes of this warranty, the term "Hazardous Substances" shall mean any substance or material which is capable of posing a risk of injury to health, safety or property, including all those materials and substances designated as hazardous or toxic by any federal, state or local law, ordinance, rule, regulation or policy, including but not limited to, all of those materials and substances defined as "Toxic Materials" in Sections 66680 through 66685 of Title 22 of the California Code of Regulations, Division 4, Chapter 30, in effect as of the date of this Warranty and/or the date of the completion of the public improvements, or any other materials requiring remediation under federal, state or local laws, ordinances, rules, regulations or policies in effect as of the date of this Warranty and/or the date of the completion of the public improvements.

3. Subdivider has not caused or permitted the release of, and has no knowledge of the release or presence of, any Hazardous Substance on the property to be dedicated or the migration of any hazardous substance from or to any other property adjacent to, or in the vicinity of, the property to be dedicated.

4. Subdivider's prior and present use of the property to be dedicated has not resulted in the release of any Hazardous Substance on the property to be dedicated.

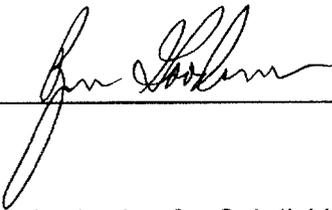
5. All persons executing this warranty hereby represent and warrant to the City of Chino, and Subdivider hereby represents and warrants, that the signators hereto have the legal power, right and authority to execute this warranty on behalf of the Subdivider

and that the signators hereto have sufficient knowledge or expertise, either personally, through reasonable inspection and investigation of the property, or through reasonable reliance upon the investigation and professional opinion of Subdivider's environmental experts, to make the representations herein, and that no consent of any other party is required to execute this warranty and make the representations herein on behalf of the Subdivider to the City of Chino.

Each of the undersigned persons declares under penalty of perjury that the foregoing is true and correct.

Dated: 8.7.20

CHINO PRESERVE DEVELOPMENT CORPORATION

By:  _____

*Proof of authorization for Subdivider's signatures is required to be submitted concurrently with this environmental warranty.



Liberty Mutual Surety
 17771 Cowan, Suite 100 • Irvine, California 92614 • (949) 263-3300
 www.libertymutualsurety.com

Executed in Triplicate

BOND NO. 024247174
 \$ 120.00 premium is for a
 term of One year(s).

**MONUMENTATION BOND
 FOR SUBDIVISIONS**

KNOW ALL MEN BY THESE PRESENTS, THAT WHEREAS, Chino Preserve Development Corporation
 hereinafter called SUBDIVIDER, is the developer of that certain subdivision known as Van Vliet - Tr 20161
 ; and WHEREAS, all monuments have not yet been set in the positions noted in
 the proposed Final Subdivision Map for said subdivision,

NOW, THEREFORE, we the subdivider as Principal, and the The Ohio Casualty Insurance Company
 (Legal Title and Address of Surety)
 as Surety, are held and firmly bound unto the City of Chino
 in the sum of Thirty Thousand and NO/100
 (\$ 30,000.00).

lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves,
 our heirs, executors, administrators, successors, or assigns, or any or all or either of them, shall fail to pay any
 engineer or surveyor for the setting monuments in the positions noted in the proposed Final Subdivision Map for
 said subdivision in accordance with the provisions of Government Code Sec. 66495 et. seq., then said Surety will
 pay the same in an amount not exceeding the amount hereinabove set forth.

IT IS HEREBY EXPRESSLY STIPULATED AND AGREED that this Bond shall insure to the benefit of any and
 all persons, companies, and corporations entitled to file claims against it, pursuant to Government Code Sec. 66497.

Should the condition of this Bond be fully performed, then this obligation shall become null and void, otherwise it
 shall be and remain in full force and effect.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration
 or addition to the terms of the Agreement or Contract, or to the work to be performed thereunder, shall in any way
 affect its obligations on the Bond, and it does hereby waive notice of any such change, extension of time, alteration
 or addition to the terms of the Agreement or Contract.

IN WITNESS WHEREOF this Instrument has been duly executed by the Principal and Surety above named
 on July 23, 20 20.

Principal

Surety

Chino Preserve Development Corporation

The Ohio Casualty Insurance Company

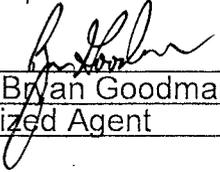
By: See Attached

By: Jessica Garcia
 Jessica Garcia, Attorney In Fact

Attorney-In-Fact

Signature Page for Bond #: 024247174

CHINO PRESERVE DEVELOPMENT CORPORATION,
a California corporation

By: 
Name: Bryan Goodman
Its: Authorized Agent

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Bernardino)

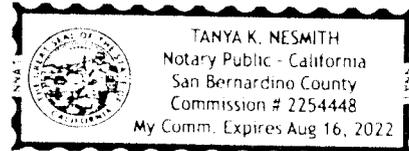
On July 28, 2020 before me, Tanya K. Nesmith, Notary Public
(insert name and title of the officer)

personally appeared Bryan Goodman,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Tanya K. Nesmith (Seal)





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8203482-000001

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Maria J. Luisa R. Aguinaldo, Antonio Alvarado, Brett D. Asmus, Victor A. Ballesteros, Debra Bell, Jane E. Block, Shirley A. Campi, Jorge Correa, Michael J. Forman, Jessica Garcia, Sandra Gaytan, Becky Gomez, Vu Ho, Jim Hume, Maricela Lares, Brian Ngare, Jenny T. Nguyen, Rajan Patel, Maria G. Rodriguez-Wong, Alex Sanchez, Gerald Schumacher, Michael Stein, Esmeralda Ureno, Lupe Villarreal, Steven C. White, Anthony K.T. Yau

all of the city of Orange state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 20th day of April, 2020



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 20th day of April, 2020 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 23rd day of July, 2020



By: Renee C. Llewellyn, Assistant Secretary

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange)

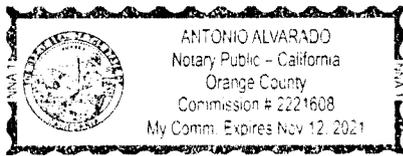
On 7/23/2020 before me, Antonio Alvarado, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Jessica Garcia
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Document Date:

Number of Pages: Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: Jessica Garcia

- Corporate Officer — Title(s):
Partner — Limited General
Individual Attorney in Fact
Trustee Guardian or Conservator
Other:

Signer Is Representing: The Ohio Casualty Insurance Company

Signer's Name:

- Corporate Officer — Title(s):
Partner — Limited General
Individual Attorney in Fact
Trustee Guardian or Conservator
Other:

Signer Is Representing:

FAITHFUL PERFORMANCE BOND

TRACT MAP NO. 20161

WHEREAS, the City Council of the City of Chino, State of California, hereinafter designated as "CITY" and CHINO PRESERVE DEVELOPMENT CORPORATION, hereinafter designated as "PRINCIPAL," have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which said agreement, dated JULY 21, 2020, and identified as Project No. TRACT MAP NO. 20161, is hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement.

NOW, THEREFORE, we, the Principal and The Ohio Casualty Insurance Company, as surety, are held and firmly bound unto the City of Chino in the penal sum of THREE HUNDRED FORTY THOUSAND THREE HUNDRED Dollars (\$ 340,300.00) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors, and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above-bound Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and provisions in said agreement and any alteration thereof made as therein provided, on his or its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless City, its officers, agents, and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees including reasonable attorneys' fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

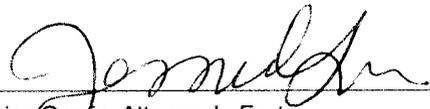
The surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the agreement or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety above named, on July 23, 2020.

Chino Preserve Development Corporation
PRINCIPAL

The Ohio Casualty Insurance Company
SURETY

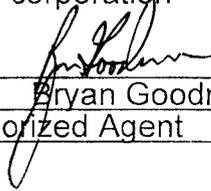
By: See Attached

By: 
Jessica Garcia, Attorney In Fact

SIGNATURES MUST BE NOTARIZED

Signature Page for Bond #: 024247171

CHINO PRESERVE DEVELOPMENT CORPORATION,
a California corporation

By: 
Name: Bryan Goodman
Its: Authorized Agent

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Bernardino)

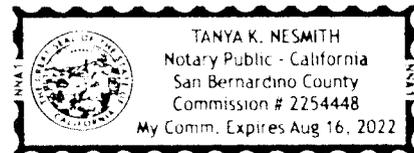
On July 28, 2020 before me, Tanya K. Nesmith, Notary Public
(insert name and title of the officer)

personally appeared Bryan Goodman,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Tanya Nesmith* (Seal)





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No. 8203482-000001

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Maria Luisa R. Aguinaldo, Antonio Alvarado, Brett D. Asmus, Victor A. Ballesteros, Debra Bell, Jane E. Block, Shirley A. Campi, Jorge Correa, Michael J. Forman, Jessica Garcia, Sandra Gaytan, Becky Gomez, Vu Ho, Jim Hume, Maricela Lares, Brian Ngare, Jenny T. Nguyen, Rajan Patel, Maria G. Rodriguez-Wong, Alex Sanchez, Gerald Schumacher, Michael Stein, Esmeralda Ureno, Lupe Villarreal, Steven C. White, Anthony K.T. Yau

all of the city of Orange state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 20th day of April, 2020.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey

David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 20th day of April, 2020 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 23rd day of July, 2020



By: Renee C. Llewellyn

Renee C. Llewellyn, Assistant Secretary

To confirm the validity of this Power of Attorney call 1-810-832-8240 between 9:00 am and 4:30 pm EST on any business day

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange)

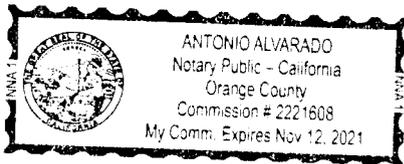
On 7/23/2020 before me, Antonio Alvarado, Notary Public, Here Insert Name and Title of the Officer

personally appeared Jessica Garcia Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature] Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Document Date:

Number of Pages: Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: Jessica Garcia

- Corporate Officer, Partner, Individual, Trustee, Other, Attorney in Fact, Guardian or Conservator

Signer's Name:

- Corporate Officer, Partner, Individual, Trustee, Other, Attorney in Fact, Guardian or Conservator

Signer Is Representing: The one Casualty Insurance Company

Signer Is Representing:

LABOR AND MATERIAL BOND

TRACT MAP NO. 20161

WHEREAS, the City Council of the City of Chino, State of California, hereinafter designated as "CITY" and CHINO PRESERVE DEVELOPMENT CORPORATION, hereinafter designated as "PRINCIPAL," have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which said agreement, dated JULY 21, 2020, and identified as Project No. TRACT MAP NO. 20161, is hereby referred to and made a part hereof; and

WHEREAS, under the terms of said agreement, Principal is required, before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Chino to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

NOW, THEREFORE, said Principal and the undersigned, as corporate surety, are held and firmly bound unto the City of Chino, and all contractors, subcontractors, laborers, material, men, and other persons employed in the performance of the aforesaid agreement and referred to in the aforesaid Code of Civil Procedure in the sum of ONE HUNDRED SEVENTY THOUSAND ONE HUNDRED FIFTY Dollars (\$170,150.00) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

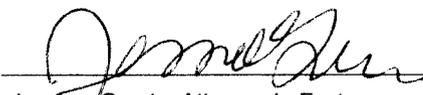
The surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety above named, on July 23, 2020.

Chino Preserve Development Corporation
PRINCIPAL

The Ohio Casualty Insurance Company
SURETY

By: See Attached

By: 
Jessica Garcia, Attorney In Fact

SIGNATURE(S) MUST BE NOTARIZED

Signature Page for Bond #: 024247171

CHINO PRESERVE DEVELOPMENT CORPORATION,
a California corporation

By: 
Name: Bryan Goodman
Its: Authorized Agent

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Bernardino)

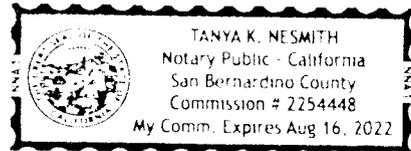
On July 28, 2020 before me, Tanya K. Nesmith, Notary Public
(insert name and title of the officer)

personally appeared Bryan Goodman,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Tanya K. Nesmith* (Seal)



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange)

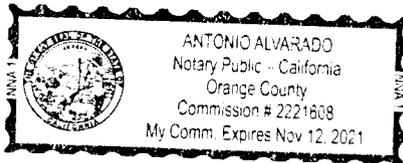
On 7/23/2020 before me, Antonio Alvarado, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Jessica Garcia
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Document Date:

Number of Pages: Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: Jessica Garcia

- Corporate Officer — Title(s):
Partner — Limited General
Individual Attorney in Fact
Trustee Guardian or Conservator
Other:

Signer's Name:

- Corporate Officer — Title(s):
Partner — Limited General
Individual Attorney in Fact
Trustee Guardian or Conservator
Other:

Signer Is Representing: The Ohio Casualty Insurance Company

Signer Is Representing:



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8203482-000001

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Maria Luisa R. Aguinaldo, Antonio Alvarado, Brett D. Asmus, Victor A. Ballesteros, Debra Bell, Jane E. Block, Shirley A. Campi, Jorge Correa, Michael J. Forman, Jessica Garcia, Sandra Gaytan, Becky Gomez, Vu Ho, Jim Hume, Maricela L.ares, Brian Ngare, Jenny T. Nguyen, Rajan Patel, Maria G. Rodriguez-Wong, Alex Sanchez, Gerald Schumacher, Michael Stein, Esmeralda Ureno, Lupe Villarreal, Steven C. White, Anthony K.T. Yau

all of the city of Orange state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 20th day of April, 2020.



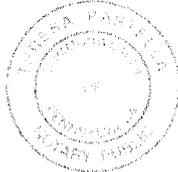
Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 20th day of April, 2020 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 23rd day of July, 2020



By: Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

WARRANTY BOND

TRACT MAP NO. 20161

WHEREAS, the City Council of the City of Chino, State of California, hereinafter designated as "CITY" and CHINO PRESERVE DEVELOPMENT CORPORATION, hereinafter designated as "PRINCIPAL," have entered into an agreement whereby Principal has agreed to warrant and guarantee the installation, completion, and maintenance of certain designated public improvements, which said agreement, dated JULY 21, 2020, and identified as Project No. TM 20161, is hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of said agreement to furnish a bond for the warranty of said improvements.

NOW, THEREFORE, we, the Principal, and The Ohio Casualty Insurance Company, as surety, are held and firmly bound unto the City of Chino in the penal sum of _____ THIRTY-FOUR THOUSAND THIRTY Dollars \$34,030.00) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors, and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bound Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and provisions in said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed thereof made as therein provided, on his or its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless City, its officers, agents, and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby, and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

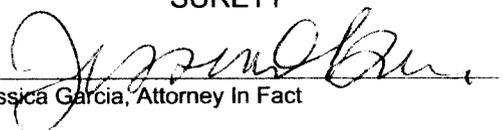
The surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the agreement or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety above named, on July 23, 2020.

Chino Preserve Development Corporation
PRINCIPAL

The Ohio Casualty Insurance Company
SURETY

By: See Attached

By: 
Jessica Garcia, Attorney In Fact

SIGNATURE(S) MUST BE NOTARIZED

Signature Page for Bond #: 024247171

CHINO PRESERVE DEVELOPMENT CORPORATION,
a California corporation

By: 
Name: Bryan Goodman
Its: Authorized Agent

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Bernardino)

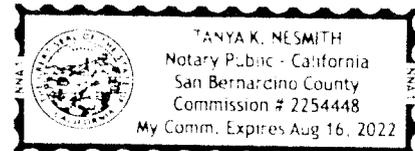
On July 28, 2020 before me, Tanya K. Nesmith, Notary Public
(insert name and title of the officer)

personally appeared Bryan Goodman,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Tanya K. Nesmith* (Seal)



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange)

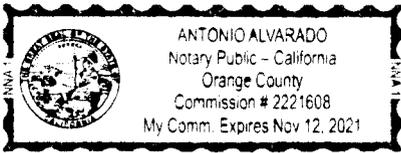
On 7/23/2020 before me, Antonio Alvarado, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Jessica Garcia
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Jessica Garcia

- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: The Ohio

Casualty Insurance Company

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: _____



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8203482-000001

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Maria Luisa R. Aguinaldo, Antonio Alvarado, Brett D. Asmus, Victor A. Ballesteros, Debra Bell, Jane E. Block, Shirley A. Campi, Jorge Correa, Michael J. Forman, Jessica Garcia, Sandra Gaytan, Becky Gomez, Vu Ho, Jim Hume, Maricela Lares, Brian Ngare, Jenny T. Nguyen, Rajan Patel, Maria G. Rodriguez-Wong, Alex Sanchez, Gerald Schumacher, Michael Stein, Esmeralda Ureno, Lupe Villarreal, Steven C. White, Anthony K.T. Yau

all of the city of Orange state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 20th day of April, 2020



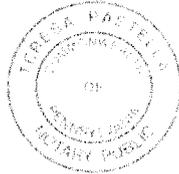
Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: [Signature]
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 20th day of April, 2020 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: [Signature]
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows.

ARTICLE IV - OFFICERS: Section 12. Power of Attorney

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 23rd day of July, 2020



By: [Signature]
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day

FAITHFUL PERFORMANCE BOND

TRACT MAP NO. 20161

WHEREAS, the City Council of the City of Chino, State of California, hereinafter designated as "CITY" and Chino Preserve Development Corporation, hereinafter designated as "PRINCIPAL," have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which said agreement, dated July 21, 2020, and identified as Project No. Tract Map No. 20161, is hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement.

NOW, THEREFORE, we, the Principal and The Ohio Casualty Insurance Company, as surety, are held and firmly bound unto the City of Chino in the penal sum of One Million Seven Hundred Thirty-Three Thousand Three Hundred Dollars (\$1,733,300.00) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors, and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above-bound Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and provisions in said agreement and any alteration thereof made as therein provided, on his or its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless City, its officers, agents, and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees including reasonable attorneys' fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

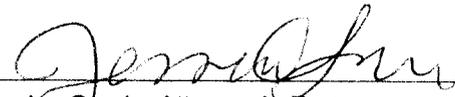
The surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the agreement or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety above named, on July 23, 2020.

Chino Preserve Development Corporation
PRINCIPAL

The Ohio Casualty Insurance Company
SURETY

By: See Attached

By: 
Jessica Garcia, Attorney In Fact

SIGNATURES MUST BE NOTARIZED

Signature Page for Bond #: 024247172

CHINO PRESERVE DEVELOPMENT CORPORATION,
a California corporation

By: 
Name: Bryan Goodman
Its: Authorized Agent

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

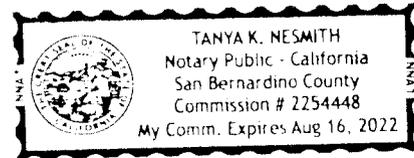
State of California
County of San Bernardino)

On July 28, 2020 before me, Tanya K. Nesmith, Notary Public
(insert name and title of the officer)

personally appeared Bryan Goodman,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Tanya K. Nesmith (Seal)



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8203482-000001

POWER OF ATTORNEY

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Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

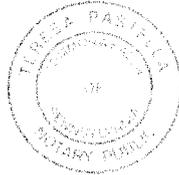
By: David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA
County of MONTGOMERY ss

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IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows.

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Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, whenever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 23rd day of July, 2020



By: Renee C. Llewellyn, Assistant Secretary

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange)

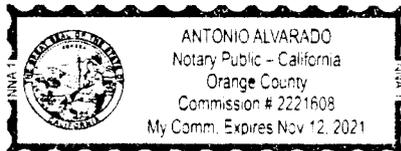
On 7/23/2020 before me, Antonio Alvarado, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Jessica Garcia
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Jessica Garcia

- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: The Ohio Casualty Insurance Company

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: _____

Bond No.: 024247172
Contract No.: 2021 - 074
Approved: 7/21/20 #9

LABOR AND MATERIAL BOND

TRACT MAP NO. 20161

WHEREAS, the City Council of the City of Chino, State of California, hereinafter designated as "CITY" and CHINO PRESERVE DEVELOPMENT CORPORATION, hereinafter designated as "PRINCIPAL," have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which said agreement, dated JULY 21, 2020, and identified as Project No. TRACT MAP NO. 20161, is hereby referred to and made a part hereof; and

WHEREAS, under the terms of said agreement, Principal is required, before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Chino to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

NOW, THEREFORE, said Principal and the undersigned, as corporate surety, are held and firmly bound unto the City of Chino, and all contractors, subcontractors, laborers, material, men, and other persons employed in the performance of the aforesaid agreement and referred to in the aforesaid Code of Civil Procedure in the sum of EIGHT HUNDRED SIXTY-SIX THOUSAND SIX HUNDRED FIFTY Dollars (\$866,650.00) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

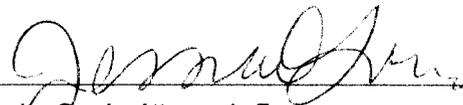
The surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety above named, on July 23, 2020.

Chino Preserve Development Corporation
PRINCIPAL

The Ohio Casualty Insurance Company
SURETY

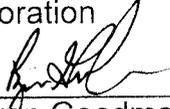
By: See Attached

By: 
Jessica Garcia, Attorney In Fact

SIGNATURE(S) MUST BE NOTARIZED

Signature Page for Bond #: 024247172

CHINO PRESERVE DEVELOPMENT CORPORATION,
a California corporation

By: 
Name: Bryan Goodman
Its: Authorized Agent

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

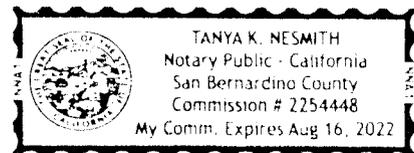
State of California
County of San Bernardino)

On July 28, 2020 before me, Tanya K. Nesmith, Notary Public
(insert name and title of the officer)

personally appeared Bryan Goodman,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.



Signature *Tanya K. Nesmith* (Seal)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange)

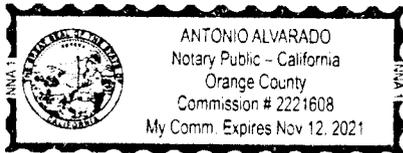
On 7/23/2020 before me, Antonio Alvarado, Notary Public, Here Insert Name and Title of the Officer

personally appeared Jessica Garcia Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature of Notary Public (with handwritten signature)

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Document Date:

Number of Pages: Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: Jessica Garcia

- Capacity options: Corporate Officer, Partner, Individual, Trustee, Other, Attorney in Fact (checked), Guardian or Conservator.

Signer Is Representing: The Ohio Casualty Insurance Company

Signer's Name:

- Capacity options: Corporate Officer, Partner, Individual, Trustee, Other.

Signer Is Representing:



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8203482-000001

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Maria Luisa R. Aguinaldo, Antonio Alvarado, Brett D. Asmus, Victor A. Ballesteros, Debra Bell, Jane E. Block, Shirley A. Campi, Jorge Correa, Michael J. Forman, Jessica Garcia, Sandra Gaytan, Becky Gomez, Vu Ho, Jim Hume, Maricela Lares, Brian Ngare, Jenny T. Nguyen, Rajan Patel, Maria G. Rodriguez-Wong, Alex Sanchez, Gerald Schumacher, Michael Stein, Esmeralda Ureno, Lupe Villarreal, Steven C. White, Anthony K. T. Yau

all of the city of Orange state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 20th day of April, 2020.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 20th day of April, 2020 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12 Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 23rd day of July, 2020



By: Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Bond No.: 024247172
Contract No.: 2021-074
Approved: 7/21/20 #9

WARRANTY BOND

TRACT MAP NO. 20161

WHEREAS, the City Council of the City of Chino, State of California, hereinafter designated as "CITY" and CHINO PRESERVE DEVELOPMENT CORPORATION, hereinafter designated as "PRINCIPAL," have entered into an agreement whereby Principal has agreed to warrant and guarantee the installation, completion, and maintenance of certain designated public improvements, which said agreement, dated JULY 21, 2020, and identified as Project No. TM 20161, is hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of said agreement to furnish a bond for the warranty of said improvements.

NOW, THEREFORE, we, the Principal, and The Ohio Casualty Insurance Company, as surety, are held and firmly bound unto the City of Chino in the penal sum of ONE HUNDRED SEVENTY-THREE THOUSAND THREE HUNDRED THIRTY Dollars \$173,330.00) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors, and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bound Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and provisions in said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed thereof made as therein provided, on his or its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless City, its officers, agents, and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby, and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the agreement or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety above named, on July 23, 2020.

Chino Preserve Development Corporation
PRINCIPAL

The Ohio Casualty Insurance Company
SURETY

By: See Attached

By: 
Jessica Garcia, Attorney In Fact

SIGNATURE(S) MUST BE NOTARIZED

Signature Page for Bond #: 024247172

CHINO PRESERVE DEVELOPMENT CORPORATION,
a California corporation

By: 
Name: Bryan Goodman
Its: Authorized Agent

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Bernardino)

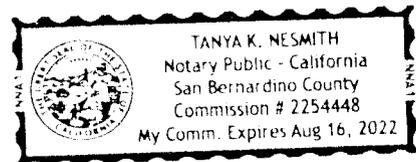
On July 28, 2020 before me, Tanya K. Nesmith, Notary Public
(insert name and title of the officer)

personally appeared Bryan Goodman,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Tanya K. Nesmith* (Seal)





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8203482-000001

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Maria Luisa R. Aguinaldo, Antonio Alvarado, Brett D. Asmus, Victor A. Ballesteros, Debra Bell, Jane E. Block, Shirley A. Campi, Jorge Correa, Michael J. Forman, Jessica Garcia, Sandra Gaytan, Becky Gomez, Vu Ho, Jim Hume, Maricela Lares, Brian Ngare, Jenny T. Nguyen, Rajan Patel, Maria G. Rodriguez-Wong, Alex Sanchez, Gerald Schumacher, Michael Stein, Esmeralda Ureno, Lupe Villarreal, Steven C. White, Anthony K.T. Yau

all of the city of Orange state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 20th day of April, 2020



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 20th day of April, 2020 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5 Surety Bonds and Undertakings

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 23rd day of July, 2020



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange)

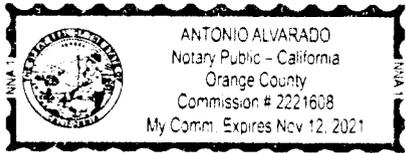
On 7/23/2020 before me, Antonio Alvarado, Notary Public, Here Insert Name and Title of the Officer

personally appeared Jessica Garcia Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature] Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Document Date:

Number of Pages: Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: Jessica Garcia

- Corporate Officer, Partner, Individual, Trustee, Other, Attorney in Fact, Guardian or Conservator

Signer's Name:

- Corporate Officer, Partner, Individual, Trustee, Other, Attorney in Fact, Guardian or Conservator

Signer Is Representing: The Ohio Casualty Insurance Company

Signer Is Representing:

FAITHFUL PERFORMANCE BOND

TRACT MAP NO. 20161

WHEREAS, the City Council of the City of Chino, State of California, hereinafter designated as "CITY" and CHINO PRESERVE DEVELOPMENT CORPORATION, hereinafter designated as "PRINCIPAL," have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which said agreement, dated JULY 21, 2020, and identified as Project No. TRACT MAP NO. 20161, is hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement.

NOW, THEREFORE, we, the Principal and The Ohio Casualty Insurance Company, as surety, are held and firmly bound unto the City of Chino in the penal sum of FOUR MILLION TWENTY-EIGHT THOUSAND FOUR HUNDRED Dollars (\$4,028,400.00) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors, and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above-bound Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and provisions in said agreement and any alteration thereof made as therein provided, on his or its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless City, its officers, agents, and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees including reasonable attorneys' fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

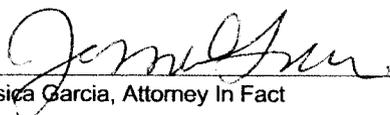
The surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the agreement or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety above named, on July 23, 2020.

Chino Preserve Development Corporation
PRINCIPAL

The Ohio Casualty Insurance Company
SURETY

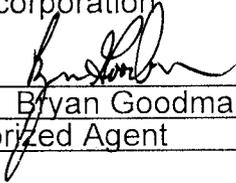
By: See Attached

By: 
Jessica Garcia, Attorney In Fact

SIGNATURES MUST BE NOTARIZED

Signature Page for Bond #: 024247173

CHINO PRESERVE DEVELOPMENT CORPORATION,
a California corporation

By:  _____
Name: Bryan Goodman
Its: Authorized Agent

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Bernardino)

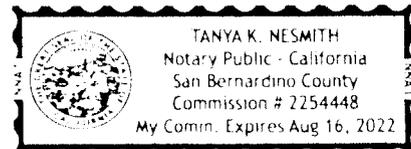
On July 28, 2020 before me, Tanya K. Nesmith, Notary Public
(insert name and title of the officer)

personally appeared Bryan Goodman,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Tanya Nesmith* (Seal)





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8203482-000001

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Maria Luisa R. Aguinaldo, Antonio Alvarado, Brett D. Asmus, Victor A. Ballesteros, Debra Bell, Jane E. Block, Shirley A. Campi, Jorge Correa, Michael J. Forman, Jessica Garcia, Sandra Gaytan, Becky Gomez, Vu Ho, Jim Hume, Maricela Lares, Brian Ngare, Jenny T. Nguyen, Rajan Patel, Maria G. Rodriguez-Wong, Alex Sanchez, Gerald Schumacher, Michael Stein, Esmeralda Ureno, Lupe Villarreal, Steven C. White, Anthony K. T. Yau

all of the city of Orange state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 20th day of April, 2020.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 20th day of April, 2020 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 23rd day of July, 2020



By: Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange)

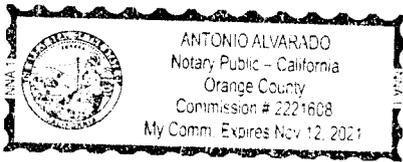
On 7/23/2020 before me, Antonio Alvarado, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Jessica Garcia
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Jessica Garcia

- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: The Ohio Casualty Insurance Company

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: _____

Bond No.: 024247173
Contract No.: 2021-074
Approved: 7/21/20 #9

LABOR AND MATERIAL BOND

TRACT MAP NO. 20161

WHEREAS, the City Council of the City of Chino, State of California, hereinafter designated as "CITY" and CHINO PRESERVE DEVELOPMENT CORPORATION, hereinafter designated as "PRINCIPAL," have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which said agreement, dated JULY 21, 2020, and identified as Project No. TRACT MAP NO. 20161, is hereby referred to and made a part hereof; and

WHEREAS, under the terms of said agreement, Principal is required, before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Chino to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

NOW, THEREFORE, said Principal and the undersigned, as corporate surety, are held and firmly bound unto the City of Chino, and all contractors, subcontractors, laborers, material, men, and other persons employed in the performance of the aforesaid agreement and referred to in the aforesaid Code of Civil Procedure in the sum of TWO MILLION FOURTEEN THOUSAND TWO HUNDRED Dollars (\$2,014,200.00) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

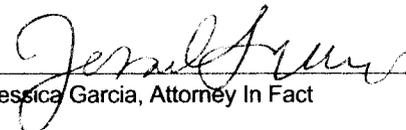
The surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety above named, on July 23, 2020.

Chino Preserve Development Corporation
PRINCIPAL

The Ohio Casualty Insurance Company
SURETY

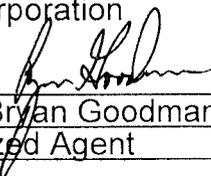
By: See Attached

By: 
Jessica Garcia, Attorney In Fact

SIGNATURE(S) MUST BE NOTARIZED

Signature Page for Bond #: 024247173

CHINO PRESERVE DEVELOPMENT CORPORATION,
a California corporation

By: 
Name: Bryan Goodman
Its: Authorized Agent

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

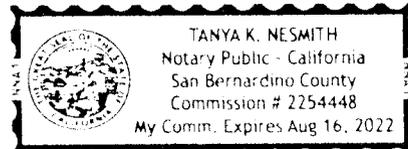
State of California
County of San Bernardino)

On July 28, 2020 before me, Tanya K. Nesmith, Notary Public
(insert name and title of the officer)

personally appeared Bryan Goodman,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature *Tanya K. Nesmith* (Seal)



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8203482-000001

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Maria Luisa R. Aguinaldo, Antonio Alvarado, Brett D. Asmus, Victor A. Ballesteros, Debra Bell, Jane E. Block, Shirley A. Campi, Jorge Correa, Michael J. Forman, Jessica Garcia, Sandra Gaytan, Becky Gomez, Vu Ho, Jim Hume, Maricela Lares, Brian Ngare, Jenny T. Nguyen, Rajan Patel, Maria G. Rodriguez-Wong, Alex Sanchez, Gerald Schumacher, Michael Stein, Esmeralda Ureno, Lupe Villarreal, Steven C. White, Anthony K.T. Yau

all of the city of Orange state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 20th day of April, 2020.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

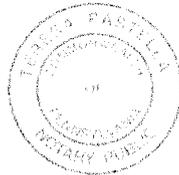
By: David M. Carey

David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 20th day of April, 2020 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notary Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 23rd day of July, 2020



By: Renee C. Llewellyn

Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange)

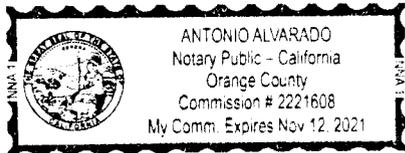
On 7/23/2020 before me, Antonio Alvarado, Notary Public, Here Insert Name and Title of the Officer

personally appeared Jessica Garcia Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature] Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Document Date:

Number of Pages: Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: Jessica Garcia

- Capacity options: Corporate Officer, Partner, Individual, Trustee, Other, Attorney in Fact, Guardian or Conservator.

Signer Is Representing: The Ohio Casualty Insurance Company

Signer's Name:

- Capacity options: Corporate Officer, Partner, Individual, Trustee, Other.

Signer Is Representing:

Bond No.: 024247173
Contract No.: 2021-074
Approved: 7/21/20 #9

WARRANTY BOND

TRACT MAP NO. 20161

WHEREAS, the City Council of the City of Chino, State of California, hereinafter designated as "CITY" and CHINO PRESERVE DEVELOPMENT CORPORATION, hereinafter designated as "PRINCIPAL," have entered into an agreement whereby Principal has agreed to warrant and guarantee the installation, completion, and maintenance of certain designated public improvements, which said agreement, dated JULY 21, 2020, and identified as Project No. TM 20161, is hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of said agreement to furnish a bond for the warranty of said improvements.

NOW, THEREFORE, we, the Principal, and The Ohio Casualty Insurance Company, as surety, are held and firmly bound unto the City of Chino in the penal sum of FOUR HUNDRED TWO THOUSAND EIGHT HUNDRED FORTY Dollars \$402,840.00) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors, and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bound Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and provisions in said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed thereof made as therein provided, on his or its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless City, its officers, agents, and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby, and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

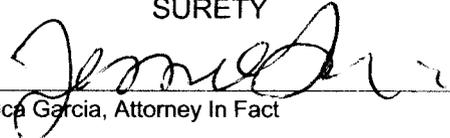
The surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the agreement or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety above named, on August 24, 2020.

Chino Preserve Development Corporation
PRINCIPAL

The Ohio Casualty Insurance Company
SURETY

By: See Attached

By: 
Jessica Garcia, Attorney In Fact

SIGNATURE(S) MUST BE NOTARIZED

Signature Page for Warranty Bond #: 024247173

CHINO PRESERVE DEVELOPMENT CORPORATION,
a California corporation

By: 
Name: Bryan Goodman
Its: Authorized Agent



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8203373-000001

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Antonio Alvarado, Brett D. Asmus, Victor A. Ballesteros, Debra Bell, Jane E. Block, Shirley A. Campi, Jorge Correa, Michael J. Forman, Jessica Garcia, Sandra Gaytan, Becky Gomez, Vu Ho, Jim Hume, Maricela Lares, Brian Ngare, Jenny T. Nguyen, Rajan Patel, Maria G. Rodriguez-Wong, Alex Sanchez, Gerald Schumacher, Michael Stein, Esmeralda Ureno, Lupe Villarreal, Steven C. White, Anthony K.T. Yau

all of the city of Orange state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 26th day of March, 2020.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: [Signature of David M. Carey]

David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 26th day of March, 2020 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: [Signature of Teresa Pastella]
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 24th day of August, 2020



By: [Signature of Renee C. Llewellyn]

Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange)

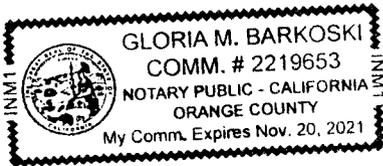
On 8-24-2020 before me, GLORIA M BARKOSKI - Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Jessica Tinoco Garcia
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Gloria M Barkoski
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Document Date:
Number of Pages: Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: Jessica Garcia
Corporate Officer — Title(s):
Partner — Limited General
Individual Attorney in Fact
Trustee Guardian or Conservator
Other:
Signer Is Representing: The Ohio Casualty Insurance Company

Signer's Name:
Corporate Officer — Title(s):
Partner — Limited General
Individual Attorney in Fact
Trustee Guardian or Conservator
Other:
Signer Is Representing:

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Bernardino)

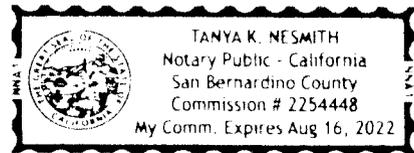
On August 26, 2020 before me, Tanya K. Nesmith, Notary Public
(insert name and title of the officer)

personally appeared Bryan Goodman,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Tanya K. Nesmith* (Seal)



Executed in Triplicate

Premium: \$27,446.00

Bond No.: 024247170

Contract No.: 2021-074

Approved: 7/21/20 #9

FAITHFUL PERFORMANCE BOND

TRACT MAP NO. 20161

WHEREAS, the City Council of the City of Chino, State of California, hereinafter designated as "CITY" and Chino Preserve Development Corporation, hereinafter designated as "PRINCIPAL," have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which said agreement, dated July 21, 2020, and identified as Project No. Tract Map No. 20161, is hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement.

NOW, THEREFORE, we, the Principal and The Ohio Casualty Insurance Company, as surety, are held and firmly bound unto the City of Chino in the penal sum of Six Million Eight Hundred Sixty-One Thousand Five Hundred Dollars (\$6,861,500.00) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors, and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above-bound Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and provisions in said agreement and any alteration thereof made as therein provided, on his or its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless City, its officers, agents, and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees including reasonable attorneys' fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

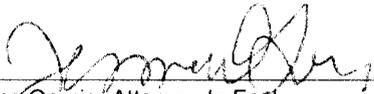
The surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the agreement or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety above named, on July 23, 2020.

Chino Preserve Development Corporation
PRINCIPAL

The Ohio Casualty Insurance Company
SURETY

By: See Attached

By: 
Jessica Garcia, Attorney In Fact

SIGNATURES MUST BE NOTARIZED

Signature Page for Bond #: 024247170

CHINO PRESERVE DEVELOPMENT CORPORATION,
a California corporation

By:  _____
Name: Bryan Goodman
Its: Authorized Agent

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Bernardino

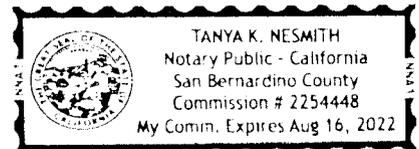
On July 28, 2020 before me, Tanya K. Nesmith, Notary Public
(insert name and title of the officer)

personally appeared Bryan Goodman
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Tanya K. Nesmith* (Seal)





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8203482-000001

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Maria Luisa R. Aguinaldo, Antonio Alvarado, Brett D. Asmus, Victor A. Ballesteros, Debra Bell, Jane E. Block, Shirley A. Campi, Jorge Correa, Michael J. Forman, Jessica Garcia, Sandra Gaytan, Becky Gomez, Vu Ho, Jim Hume, Maricela Lares, Brian Ngare, Jenny T. Nguyen, Rajan Patel, Maria G. Rodriguez-Wong, Alex Sanchez, Gerald Schumacher, Michael Stein, Esmeralda Ureno, Lupe Villarreal, Steven C. White, Anthony K.T. Yau

all of the city of Orange state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 20th day of April, 2020.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: [Signature]
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 20th day of April, 2020 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: [Signature]
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12 Power of Attorney

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5 Surety Bonds and Undertakings

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 23rd day of July, 2020



By: [Signature]
Renee C. Llewellyn, Assistant Secretary

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange)

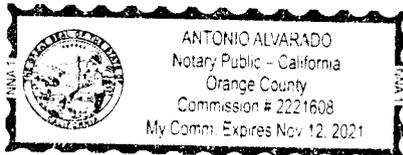
On 7/23/2020 before me, Antonio Alvarado, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Jessica Garcia
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Jessica Garcia
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____

Signer Is Representing: The Ohio Casualty Insurance Company

Signer Is Representing: _____

Bond No.: 024247170
Contract No.: 2021-074
Approved: 7/21/20 #9

LABOR AND MATERIAL BOND

TRACT MAP NO. 20161

WHEREAS, the City Council of the City of Chino, State of California, hereinafter designated as "CITY" and Chino Preserve Development Corporation, hereinafter designated as "PRINCIPAL," have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which said agreement, dated July 21, 2020, and identified as Project No. Tract Map No. 20161, is hereby referred to and made a part hereof; and

WHEREAS, under the terms of said agreement, Principal is required, before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Chino to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

NOW, THEREFORE, said Principal and the undersigned, as corporate surety, are held and firmly bound unto the City of Chino, and all contractors, subcontractors, laborers, material, men, and other persons employed in the performance of the aforesaid agreement and referred to in the aforesaid Code of Civil Procedure in the sum of Three Million Four Hundred Thirty Thousand Eight Hundred Dollars (\$ 3,430,800.00) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety above named, on July 23, 2020.

Chino Preserve Development Corporation
PRINCIPAL

The Ohio Casualty Insurance Company
SURETY

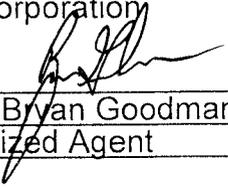
By: See Attached

By: 
Jessica Garcia, Attorney In Fact

SIGNATURE(S) MUST BE NOTARIZED

Signature Page for Bond #: 024247170

CHINO PRESERVE DEVELOPMENT CORPORATION,
a California corporation

By: 
Name: Bryan Goodman
Its: Authorized Agent

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

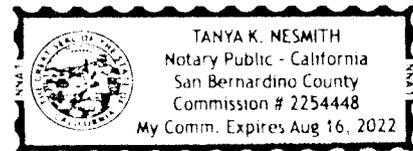
State of California
County of San Bernardino)

On July 28, 2020 before me, Tanya K. Nesmith, Notary Public
(insert name and title of offic officer)

personally appeared Bryan Goodman,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Tanya K. Nesmith (Seal)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange)

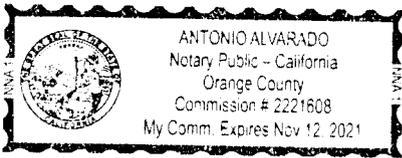
On 7/23/2020 before me, Antonio Alvarado, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Jessica Garcia
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Jessica Garcia

- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: The Ohio Casualty Insurance Company

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: _____



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No. 8203482-000001

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Maria Luisa R. Aguinaldo, Antonio Alvarado, Brett D. Asmus, Victor A. Ballesteros, Debra Bell, Jane E. Block, Shirley A. Campi, Jorge Correa, Michael J. Forman, Jessica Garcia, Sandra Gaytan, Becky Gomez, Vu Ho, Jim Hume, Maricela Lares, Brian Ngare, Jenny T. Nguyen, Rajan Patel, Maria G. Rodriguez-Wong, Alex Sanchez, Gerald Schumacher, Michael Stein, Esmeralda Ureno, Lupe Villarreal, Steven C. White, Anthony K.T. Yau

all of the city of Orange state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 20th day of April, 2020.



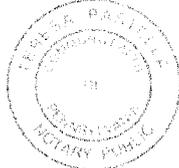
Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 20th day of April, 2020 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12 Power of Attorney

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 23rd day of July, 2020



By: Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Bond No.: 024247170

Contract No.: 2021 - 074

Approved: 7/21/20 # 9

WARRANTY BOND

TRACT MAP NO. 20161

WHEREAS, the City Council of the City of Chino, State of California, hereinafter designated as "CITY" and Chino Preserve Development Corporation, hereinafter designated as "PRINCIPAL," have entered into an agreement whereby Principal has agreed to warrant and guarantee the installation, completion, and maintenance of certain designated public improvements, which said agreement, dated July 21, 2020, and identified as Project No. TM 20161, is hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of said agreement to furnish a bond for the warranty of said improvements.

NOW, THEREFORE, we, the Principal, and The Ohio Casualty Insurance Company, as surety, are held and firmly bound unto the City of Chino in the penal sum of Six Hundred Eighty-Six Thousand One Hundred Dollars (\$686,100.00) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors, and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bound Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and provisions in said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed thereof made as therein provided, on his or its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless City, its officers, agents, and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby, and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

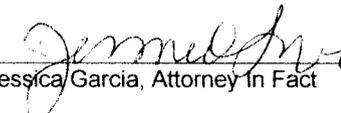
The surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the agreement or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety above named, on July 23, 2020.

Chino Preserve Development Corporation
PRINCIPAL

The Ohio Casualty Insurance Company
SURETY

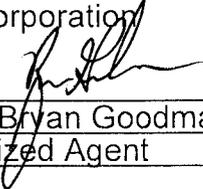
By: See Attached

By: 
Jessica Garcia, Attorney In Fact

SIGNATURE(S) MUST BE NOTARIZED

Signature Page for Bond #: 024247170

CHINO PRESERVE DEVELOPMENT CORPORATION,
a California corporation

By: 
Name: Bryan Goodman
Its: Authorized Agent

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Bernardino)

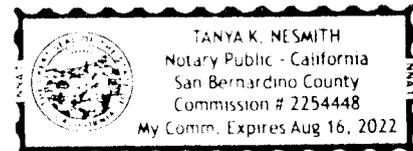
On July 28, 2020 before me, Tanya K. Nesmith, Notary Public
(insert name and title of the officer)

personally appeared Bryan Goodman,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Tanya K. Nesmith* (Seal)



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange)

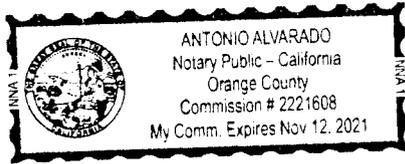
On 7/23/2020 before me, Antonio Alvarado, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Jessica Garcia
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ (s) are subscribed to the within instrument and acknowledged to me that he~~(s)~~ (s) they executed the same in his~~(her)~~ (her) their authorized capacity~~(ies)~~, and that by his~~(her)~~ (her) their signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Jessica Garcia

- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: The Ohio Casualty Insurance Company

Signer Is Representing: _____



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8203482-000001

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Maria Luisa R. Aguinaldo, Antonio Alvarado, Brett D. Asmus, Victor A. Ballesteros, Debra Bell, Jane E. Block, Shirley A. Campi, Jorge Correa, Michael J. Forman, Jessica Garcia, Sandra Gaytan, Becky Gomez, Vu Ho, Jim Hume, Maricela Lares, Brian Ngare, Jenny T. Nguyen, Rajan Patel, Maria G. Rodriguez-Wong, Alex Sanchez, Gerald Schumacher, Michael Stein, Esmeralda Ureno, Lupe Villarreal, Steven C. White, Anthony K.T. Yau

all of the city of Orange state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 20th day of April, 2020



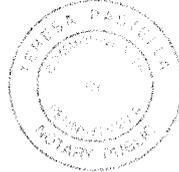
Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 20th day of April, 2020 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 23rd day of July, 2020



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



BOND RIDER

To be attached to and form a part of :

Bond No.: 024247170

Cross Ref Bond No.: N/A

Type of Bond: Faithful Performance, Labor and Material

Dated effective: September 7, 2022

Executed by: Chino Preserve Development Corporation, as Principal,

And by: The Ohio Casualty Insurance Company, as Surety,

In favor of: City of Chino, 13220 Central Avenue, Chino, CA 91710

In consideration of the mutual agreements herein contained the Principal and the Surety hereby consent to:

Changing: Bond amounts due to Obligee Reduction Letter dated September 1, 2022

From: Faithful Performance \$6,861,500
Labor and Material \$3,430,800

To: Faithful Performance \$2,094,600
Labor and Material \$1,047,300

Nothing herein contained shall vary, alter or extend any provision or condition of this bond except as herein expressly stated.

This rider is effective: September 7, 2022

Signed and Sealed on: September 7, 2022

Principal Name: Chino Preserve Development Corporation

By: [Signature]

Surety Name: The Ohio Casualty Insurance Company

By: [Signature]
Vu Ho, Attorney-in-fact



Agency Name: Lewis Management Corp

Agency Address: 1156 N. Mountain Avenue, Upland, CA 91786



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8206229-000001

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies")...

all of the city of Orange state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations...

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 1st day of September, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: [Signature]
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY

On this 1st day of September, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: [Signature]
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

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Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 7th day of September, 2022.



By: [Signature]
Renee C. Llewellyn, Assistant Secretary

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Bernardino

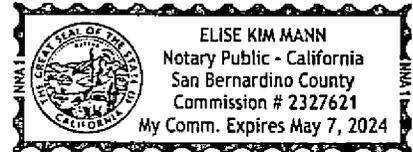
On September 9, 2022 before me, Elise Kim Mann - Notary Public
(insert name and title of the officer)

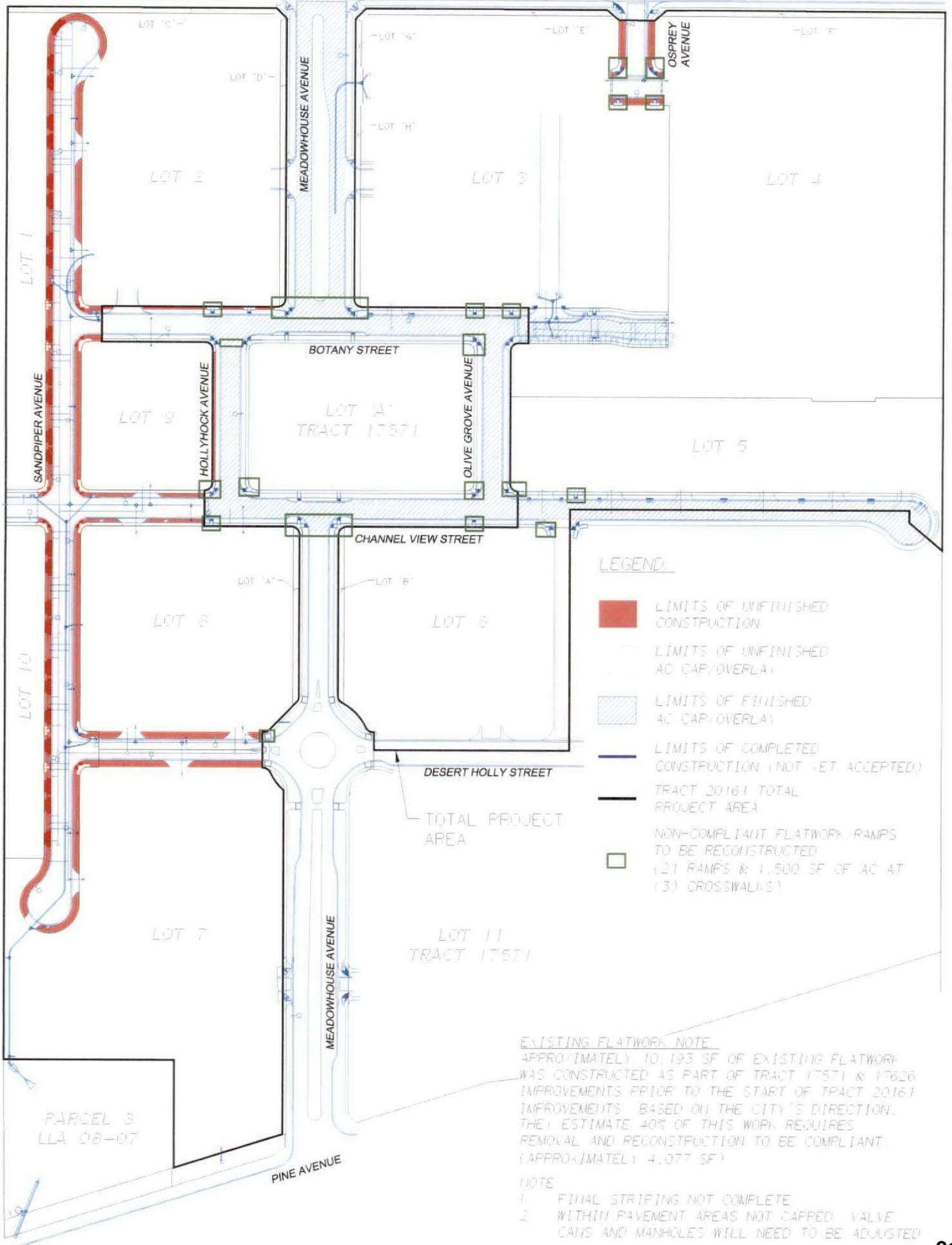
personally appeared Bryan Goodman
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)





LEGEND:

- LIMITS OF UNFINISHED CONSTRUCTION.
- LIMITS OF UNFINISHED AC CAP/OVERLAY
- LIMITS OF FINISHED AC CAP/OVERLAY
- LIMITS OF COMPLETED CONSTRUCTION (NOT YET ACCEPTED)
- TRACT 20161 TOTAL PROJECT AREA
- NON-COMPLIANT FLATWORK/RAMPS TO BE RECONSTRUCTED (21 RAMPS & 1,500 SF OF AC AT (3) CROSSWALKS)

EXISTING FLATWORK NOTE

APPROXIMATELY 10,193 SF OF EXISTING FLATWORK WAS CONSTRUCTED AS PART OF TRACT 17571 & 17626 IMPROVEMENTS PRIOR TO THE START OF TRACT 20161 IMPROVEMENTS. BASED ON THE CITY'S DIRECTION, THE ESTIMATE 40% OF THIS WORK REQUIRES REMOVAL AND RECONSTRUCTION TO BE COMPLIANT. (APPROXIMATELY 4,077 SF)

NOTE

- 1 FINAL STRIPING NOT COMPLETE
- 2 WITHIN PAVEMENT AREAS NOT CAPPED VALVE CANS AND MANHOLES WILL NEED TO BE ADJUSTED

PARCEL 3
LLA 08-07

Chino Preserve Development Corp.

1156 North Mountain Avenue / P. O. Box 670 / Upland, California 91785-0670
(909) 985-0917 / FAX: (909) 949-6725

July 27, 2022

City of Chino-Engineering
Jesus Plasencia
13220 Central Ave.
Chino, CA 91710

RE: Bond Reduction Request- Bond #024247170

Mr. Plasencia,

Please accept this letter as our formal bond reduction request for the following bond:

1. **024247170**- Tract 20161 (Van Vliet) Backbone & Pine Stage 2 Imps

We are requesting an 85% reduction. Please see the chart below which highlights the remaining costs to complete.

20161- Street Imp Bond-024247170	
Area	\$ Remaining as of 7/6
Backbone	\$ 753,265.27
AB Delta	\$ 28,574.88
Pavement Rehab	\$ 70,578.75
Curb Ramps	\$ 73,596.60
Sidewalks	\$ 30,693.29
	\$ 956,708.79
Original Bond Amount	\$ 6,861,500.00
Remaining to Complete	14%

In addition, I have attached the current engineer's estimates. Should you have any questions, or require any additional information, please call me at (909) 579-1229.

Sincerely,



Darius Fatakia
Vice President - Planned Communities

AGREEMENT REGARDING FILL DIRT AND RELEASE

This Agreement Regarding Fill Dirt and Release (the "Agreement") is made and entered into effective as of this 27 day of April, 2025, by and between the ORANGE COUNTY FLOOD CONTROL DISTRICT (the "District") and the CITY OF CHINO ("City"). The District and City are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

A. The District is the fee simple owner of the real property at the southeast corner of Pine Avenue and Johnson Avenue located at 7319 Pine Avenue (Assessor's Parcel Number 1057-191-01-0000) and 7363 Pine Avenue (Assessor's Parcel No. 1057-191-02-0000), located in the City of Chino in San Bernardino County, California 91708 as shown on **Exhibit A**, attached hereto and incorporated herein ("**District Property**").

B. The City desires fill dirt from the District Property for purposes of completing adjacent City road projects.

AGREEMENT

NOW, THEREFORE, in consideration of mutual promises set forth in this Agreement, the sufficiency of which is hereby acknowledged, and based on the facts stated in the Recitals above, which are incorporated herein as though fully set forth, the Parties agree to the following:

1. **Conditions Precedent.** The consummation of the transactions contemplated by this Agreement is contingent upon the satisfaction of the following conditions ("**Conditions Precedent**"). Prior to any work being performed on the District Property, the District shall have the right to receive from the City, review, and approve (which approval shall not be unreasonably withheld, conditioned, or delayed) any and all grading plans for the District Property approved by the City or any other governmental agency in connection with the City's adjacent City road projects, and any grading plans for removal of fill materials from the District Property and restorative grading of the District Property after removal ("**Grading Plans**"). The Parties acknowledge and agree that the District has reviewed conceptual grading plans presented by the City to the District on January 23, 2025, County Property Permit No. FE23-0040 pertaining to proposed grading on the District Property. Based on this initial review of the conceptual grading plans, the District concluded that the proposed grading would not unreasonably interfere with the District's use and was acceptable. The District's review of the conceptual grading plans did not, however, constitute an approval of those grading plans and nothing herein shall constitute a pre-commitment on the part of the District to formally approve the conceptual grading plans in the future. The District agrees to cooperate with the City in reviewing and developing grading plans that would be acceptable to the District and the United States Army Corps of Engineers ("**Corps**"). Without limiting the foregoing language, the District agrees that the City shall be entitled to approximately 10,820 cubic yards of fill as set forth in **Exhibit A**.

2. **Cooperation.** The District agrees to reasonably cooperate with the City by executing any documents as may be reasonably required in connection with the City's efforts to

satisfy the Conditions Precedent, including, without limitation, any documents requested by the Corps, or any other governmental agency.

3. **Termination of Agreement.** In the event any of the Conditions Precedent are not either satisfied on or before the date specified for satisfaction of each respective condition, or expressly waived by the Parties in writing, any Party shall have the right to terminate this Agreement by delivery of written notice to the other Parties. In the event of such termination, none of the Parties shall thereafter have any obligations to, or rights against, the other under this Agreement, except provisions herein which expressly survive termination. Notwithstanding anything to the contrary in the foregoing, this Section 3 shall not apply in the event of a breach of this Agreement by any Party.

4. **Agreement to Transfer and Accept Fill Dirt.** Subject to all of the terms, conditions, and provisions of this Agreement and the License issued in accordance with the provisions of section 4.A, below, and for the consideration herein set forth below, effective upon the satisfaction of the Conditions Precedent set forth above, the District agrees to allow the City, as City's sole responsibility and liability and City's sole expense, to excavate and transfer fill dirt from the District Property to adjacent City road projects, pursuant to Grading Plans approved by the District, in a volume not to exceed, in the aggregate, a total of approximately 10,820 cubic yards, and the City agrees to accept the transfer of such fill dirt and to be responsible for its complete removal from the District Property and transportation to the adjacent City road project. The City, as its sole responsibility and liability and at its sole expense, shall restore and re-grade the District Property pursuant to the aspect of the Grading Plans approved by the District that pertain to the District Property. The District's staff shall be permitted to inspect and approve the restoration of the District Property to ensure that restoration adheres to the Grading Plans approved by the District.

A. *License.* Upon final approval of the Grading Plans by the District and fulfillment of the other Conditions Precedent, above, the District will grant to the City and its agents, employees, representatives, and contractors, a non-exclusive temporary irrevocable license ("License"), for ingress and egress to the District Property to allow the City to excavate and remove the fill dirt set forth in Section 4, above. The License shall be in the form of a County Public Property Permit issued by OC Public Works/Public Property Permits ("CPP Process") and at a cost to the City of Ten Dollars (\$10.00) per cubic yard of soil for a maximum of 10,820 cubic yards of soils sought by the City for a total consideration of One Hundred Eight Thousand and Two Hundred Dollars (\$108,200.00), and subject to the conditions set forth in the permit during the CPP Process.

B. *Term.* The term of the License shall commence upon the satisfaction of the Conditions Precedent set forth above in Section 1 and shall terminate upon the earlier of (1) the completion of City's removal of the fill dirt set forth in Section 4, above; or (2) January 1, 2027, unless otherwise extended in a writing signed by the Parties.

C. *Insurance.* City agrees to maintain a program of self insurance or commercial insurance and provide to the District current Certificates of Insurance, including all endorsements if commercially insured required herein, necessary to satisfy the District that the insurance provisions of this Agreement have been complied with. City shall keep such insurance

coverage current, provide Certificates of Insurance and endorsements if commercially insured to the District during the entire term of this Agreement.

City agrees that City shall not operate on District Property at any time the required insurance is not in full force and effect as evidenced by a Certificate of Insurance and necessary endorsements or, in the interim, an official binder being in the possession of District.

If City fails to provide District with a valid Certificate of Insurance and endorsements, or binder at any time during the term of the License, District and City agree that this shall constitute a material breach of the License. Whether or not a notice of default has or has not been sent to City, said material breach shall permit District to take whatever steps necessary to interrupt any operation from or on District Property, and to prevent any persons, including, but not limited to, members of the general public, and Licensee's employees and agents, from entering the District Property until such time as District is provided with adequate evidence of insurance required herein.

All contractors performing work on behalf of City pursuant to this Agreement shall obtain insurance subject to the same terms and conditions as set forth herein for City. City shall not allow contractors or subcontractors to work if contractors have less than the level of coverage required by the County from the City under this License. It is the obligation of the City to provide written notice of the insurance requirements to every contractor and to receive proof of insurance prior to allowing any contractor to begin work within District Property. Such proof of insurance must be maintained by City through the entirety of this Agreement and be available for inspection by a District representative at any reasonable time.

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability (including broad form property damage and contractual liability)	\$3,000,000 combined single limit per occurrence;
Comprehensive Automobile Liability (including coverage for owned, non- owned and hired automobiles)	\$2,000,000 combined single limit
Workers Compensation	Statutory
Employers Liability Insurance	\$1,000,000 per occurrence
Pollution Liability	\$1,000,000 per claims-made or occurrence

Each commercial policy of insurance must be obtained and held from a company or companies licensed to do business in the State of California, having a general policyholders' rating of not less than an "A-" and a financial rating of not less than (VIII) in the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com.

Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing liability coverage as broad.

Required Endorsements if Commercially Insured

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the certificate of insurance:

- (1) An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the *County of Orange and Orange County Flood Control District, and their respective elected and appointed officials, officers, employees, agents* as Additional Insureds. Blanket coverage may also be provided which will state- *As Required by Written Agreement.*
- (2) A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad, evidencing that the Licensee's insurance is primary and any insurance or self-insurance maintained by the District and/or the County of Orange shall be excess and non-contributing.
- (3) A Products and Completed Operations endorsement using ISO Form CG2037 (ed. 10/01) or a form at least as broad, or an acceptable alternative is the ISO form CG2010 (ed. 11/85).

The Pollution Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance;

- (1) An Additional Insured endorsement naming the County of Orange and Orange County Flood Control District, and their respective elected and appointed officials, officers, employees and agents as Additional Insureds.
- (2) A primary and non-contributing endorsement evidencing that Licensee's insurance is primary and any insurance or self-insurance maintained by District and/or the County of Orange shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the *County of Orange and Orange County Flood Control District, and their respective elected and appointed officials, officers, employees, agents.* Blanket coverage may also be provided which will state- *As Required by Written Agreement.*

All insurance policies required by this contract shall waive all rights of subrogation against the *County of Orange and Orange County Flood Control District, and their respective elected and appointed officials, officers, employees, and agents* when acting within the scope of their appointment or employment.

All insurance policies required by this contract shall give the District 30 days' notice in the event of cancellation and 10 days' notice for non-payment of premium. This shall be evidenced by policy provisions or an endorsement separate from the Certificate of Insurance.

The Commercial General Liability policy shall contain a severability of interests clause, also known as a "separation of insureds" clause (standard in the ISO CG 001 policy).

If City's Pollution Liability policy is a claims-made policy, City shall agree to the following:

- (1) The retroactive date must be shown and must be before the date of the Agreement or the beginning of the Contract services.
- (2) Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after expiration or earlier termination of Contract services.,
- (3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement services, City must purchase an extended reporting period for a minimum of three (3) years after expiration of earlier termination of the Agreement.

Insurance certificates should be emailed to insurance.ceore@ocgov.com and printed copies shall be forwarded to the District address provided in the Clause 6.H (Notices) below or to an address provided by Director.

The District expressly retains the right to require City to increase or decrease insurance of any of the above insurance types throughout the term of this Agreement. Any increase or decrease in insurance will be as deemed by the County's Risk Manager as appropriate to adequately protect the District.

The procuring of such required policy or policies of insurance shall not be construed to limit the City's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement, nor in any way to reduce the policy coverage and limits available from the insurer.

D. *Indemnity.* The City hereby agrees to indemnify, defend (with counsel approved in writing by District), and hold harmless the District and County, and their respective members, partners, officers, directors, and representatives from and against any and all losses, damages, claims, liabilities, obligations, causes of action, proceedings, costs, and expenses, including without limitation, reasonable attorneys' fees, arising from the City's entry upon, excavation, grading or use of the District Property, but excluding claims arising from the concurrent active or sole negligence of District and/or County, their officers, agents, employees and contractors. If District and/or County is/are named as co-defendant(s) in such legal action, in

which event, City shall pay to District/County its/their litigation costs, expenses, and attorney fees. If judgement is entered against District/County and City by a court of competent jurisdiction because of concurrent active negligence of District/County and City, District and City agree that liability will be apportioned as determined by the court. The City's indemnification and insurance obligations under this Agreement shall survive the termination of the License and this Agreement.

E. *Liens.* The City shall keep the District Property free and clear of all mechanics' and materialmen's liens on account of work performed, materials provided or services rendered for the City or persons claiming under the City. In the event such lien is filed against the District Property, the City shall promptly pay such lien or post a bond in the amount required by statute to remove such lien.

F. *Conditions of Fill Dirt.* The District makes no representations or warranties as to the condition of the fill dirt that is the subject of this Agreement. The City acknowledges that the District has owned the District Property for a limited time and previous owners used the District Property as a dairy or other similar purpose. The District shall give the City access to the District Property to do reasonable investigations and the City is solely responsible at its cost to perform any investigations to determine if the material is free of any hazardous materials and is otherwise suitable for use as fill material for the City's use. The City takes the fill material "as is," subject to any additional conditions imposed by the Corps and any other regulatory requirements that may be applied by other public agencies.

5. **Release.** In consideration of the District's agreements and obligations set forth herein, the City, on behalf of itself and all of its partners, contractors, successors, agents, directors, and officers (the "City Releasers"), release the District and the County, and their respective members, partners, employees, agents, officers, directors, and representatives (the "District Releasees") from any and all rights and claims and potential rights and claims arising from or related to the District's Property. In connection with the foregoing releases, the City Releasers expressly agree to waive any and all rights which they or any of them may have under Section 1542 of the California Civil Code which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

6. **Miscellaneous Provisions.**

A. *Authority to Execute and Bind.* Each of the Parties represents and warrants that each of the persons executing this Agreement has full and complete legal authority to do so and thereby binds the Party to this Agreement. Unless otherwise specified herein, the actions required to be taken by District in the implementation of this Agreement are delegated to the CEO Real Estate Officer or designee, who shall be District's representative in all matters pertaining to this Agreement.

B. *Entire Agreement.* This Agreement reflects the entire agreement between the Parties and shall supersede all prior or contemporaneous oral or written understandings, statements, representations, or promises between the Parties concerning the matters contained herein.

C. *Governing Law.* This Agreement is made and entered into in the State of California, and shall in all respects be interpreted, enforced, and governed under the laws of the State of California. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning and not strictly for or against any of the Parties.

D. *Successors-in-Interest.* This Agreement shall also extend to and bind the heirs, devisees, executors, administrators, legal representatives, successors, and assigns of the Parties.

E. *Understanding of Agreement.* This Agreement has been negotiated in good faith and each of the Parties represents and warrants that in executing this Agreement they are not relying upon any representation, promise, inducement or statement made in negotiation that has not been included in the terms of this Agreement.

F. *Legal Representation.* The Parties, and each of them, acknowledge that in connection with the negotiation and execution of this Agreement, they have each been represented by independent counsel of their own choosing and the Parties executed the Agreement after review by such independent counsel, or, if they were not so represented, said non-representation is and was the voluntary, intelligent, and informed decision and election of any of the Parties not so represented; and, prior to executing this Agreement, each of the Parties has had an adequate opportunity to conduct an independent investigation of all the facts and circumstances with respect to the matters which are the subject of this Agreement.

G. *Fees and Costs.* Except as otherwise provided in this Agreement, each of the Parties shall bear all costs and attorneys' fees individually incurred in connection with negotiating the matters described in this Agreement.

H. *Notices.* In the event that any notice is given under this Agreement, it shall be personally delivered, in which case it shall be effective upon delivery, or may be mailed by certified mail, which notice shall become effective three (3) days after mailing, to the addresses set forth below:

To the City: City of Chino
 13220 Central Avenue
 Chino, CA 91710
 Attn: City Manager

With a copy to: Fred Galante, City Attorney
 Aleshire & Wynder, LLP
 1 Park Plaza
 Irvine, CA 92614
 fgalante@awattorneys.com

To the District: County of Orange
c/o CEO/Corporate Real Estate
Attn: Chief Real Estate Officer
400 W. Civic Center Drive, , 5th Floor
Santa Ana, CA 92701-4539
Thomas.Miller@ocgov.com

With copies to: Orange County Flood Control District
ATTN: Director, OC Public Works
601 N. Ross Street
Santa Ana, CA 92701
Kevin.Onuma@ocpw.ocgov.com

Jeffrey Stock, Deputy County Counsel
Office of the Orange County Counsel
400 W. Civic Center Drive, 2nd Floor
Santa Ana, CA 92701-4439
Jeffrey.Stock@coco.ocgov.com

Any Party may change its address for notices by giving notice to the other Parties in the manner herein provided or may request that not more than two (2) additional copies of any notice be sent to addresses specified in a notice to the other Party given pursuant to this Section.

I. *Required Actions.* The Parties agree to execute such instruments and documents and to diligently undertake such actions that may be required in order to consummate the agreements contemplated herein and shall use their best efforts to accomplish the closing in accordance with the provisions hereof.

J. *Severability.* Each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. If any part, term, portion or provision of this Agreement is determined to be illegal, invalid, or unenforceable, the remaining parts, terms, portions and provisions shall remain valid, enforceable and in full force and effect.

K. *Captions and Headings.* The captions and headings contained in this Agreement are provided for identification purposes only and shall not be interpreted to limit or define the content of the provisions described under the respective caption or heading.

L. *Exhibits.* All exhibits attached hereto and referred to herein are expressly incorporated herein.

M. *Amendment to Agreement.* This Agreement may only be amended by written agreement executed by all of the Parties.

N. *Waiver.* The waiver of failure to enforce any provisions of this Agreement shall not operate as a waiver of any future breach of any of the provisions or any other provision hereof.

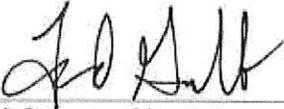
O. *Counterparts.* This Agreement may be executed in one or more counterparts, by either an original signature or signature transmitted by facsimile or electronic transmission or other similar process, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

P. *No Inferences of Intent Based on Prior Drafts.* Neither the initial inclusion in any drafts of this Agreement of any provisions that were subsequently deleted nor their deletion shall give rise to any construction or inference that the Parties intended anything by such deletion other than that the provisions not be part of this specific Agreement. The subject matter of such deleted provisions shall be governed by applicable law and/or by any subsequent agreements of the Parties.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have executed this Agreement Regarding Fill Dirt and Release as of the day and year first above written.

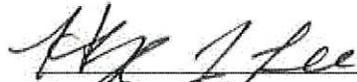
APPROVED AS TO FORM:



Fred Galante, City Attorney

Dated: 4-15-25

APPROVED AS TO CONTENT:



Hyun Lee, P.E.
Director of Public Works

Dated: 4-15-2025



Linda Reich
City Manager

Dated: 4-15-25

ATTEST:



Natalie Gonzaga, City Clerk

Dated: 4/15/2025

APPROVED AS TO FORM:

DATED: 3/26/2025

COUNTY COUNSEL

Signed by:
Michael A. Haubert
7B6E2C12951F4B3...

By: _____
Michael A. Haubert
Deputy

DATED: April 22, 2025

ORANGE COUNTY FLOOD CONTROL DISTRICT:

Thomas A. Miller

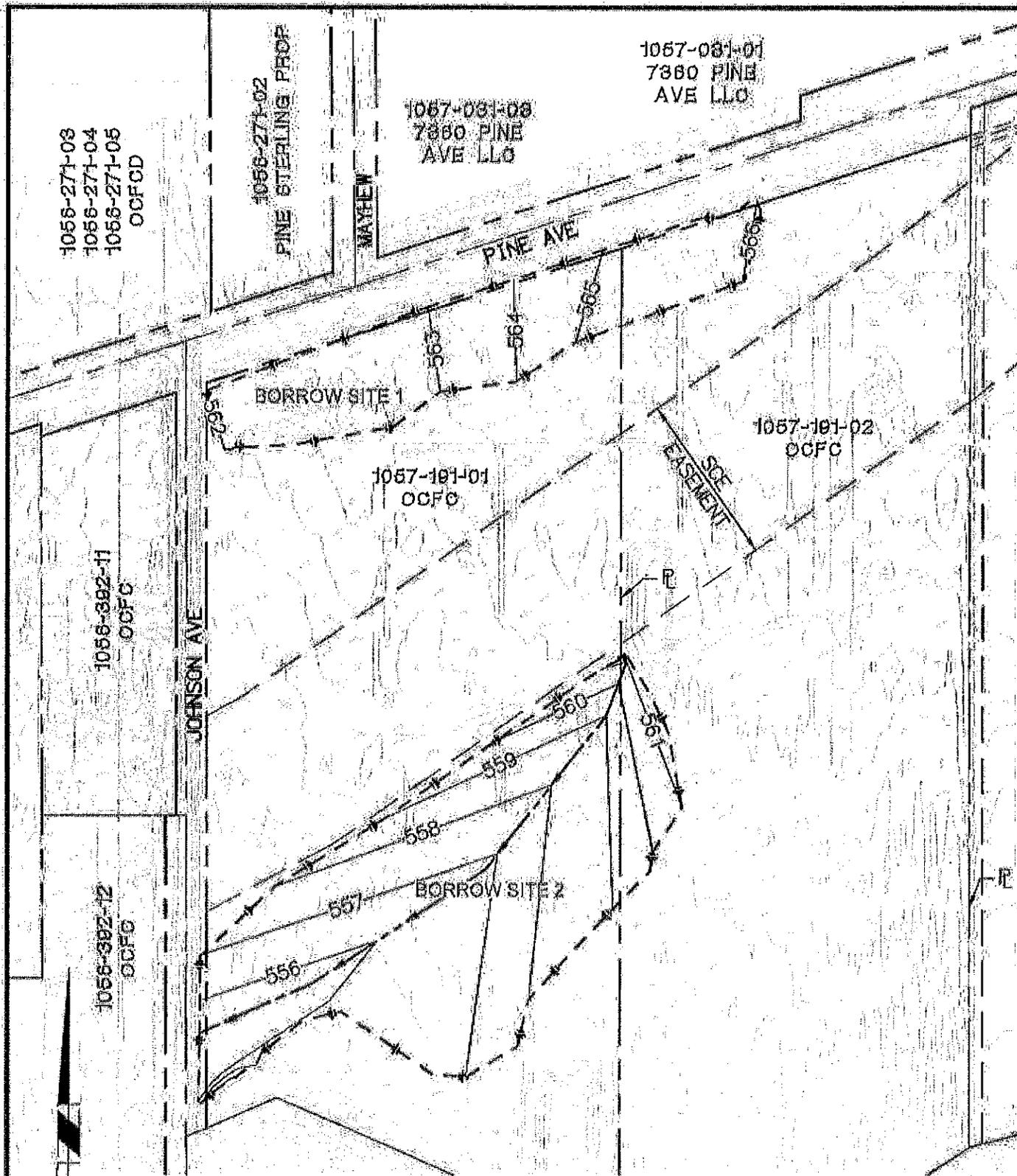
By: _____
Thomas A. Miller, Chief Real Estate Officer
County of Orange

EXHIBIT A

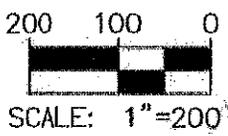
DEPICTION OF THE DISTRICT PROPERTY

(Attached)

EXHIBIT A - Depiction of District Property



NOTE:
 ALL GRADING TO BE PERFORMED IN ACCORDANCE WITH APPROVED GRADING PLANS MEETING REQUIREMENTS OF OCFC



EARTHWORK QUANTITY
 BORROW SITE 1 CUT= 2150 CY
 BORROW SITE 2 CUT= 8670 CY

5/27/2021

N:\20.021.000\DLV\CONST SUPPORT\BID PACKAGE STAGE 3\STAGE 3 EXHIBITS 2020\STAGE 3 EXHIBIT 3 BORROW SITE EXHIBIT G.DWG/M.CABALCE/PLOT DATE5/27/2021 11:19:22 AM/

Contract No.: 2021-074 A1
Approved: _____

**FIRST AMENDMENT
TO
SUBDIVISION IMPROVEMENT AGREEMENT
TRACT MAP NO. 20161**

THIS FIRST AMENDMENT TO SUBDIVISION IMPROVEMENT AGREEMENT (“Amendment No. 1”) is made and entered into this 1st day of July 2025 (“Effective Date”), by and between the CITY OF CHINO, a municipal corporation, organized and existing in the County of San Bernardino (“CITY”), and CHINO PRESERVE DEVELOPMENT CORPORATION, a California corporation (“SUBDIVIDER”). CITY and SUBDIVIDER are hereinafter referred to individually as “Party” and hereinafter referred to collectively as the “Parties.”

RECITALS

WHEREAS, City and Subdivider, entered into that certain Subdivision Improvement Agreement dated July 21, 2020 (“Agreement”), for the construction and installation of public improvements required as a condition of approval for Tract Map No. 20161; and

WHEREAS, the Agreement was executed to satisfy the requirements established at the time of tentative map approval and was approved by the City Council on July 21, 2020; and

WHEREAS, among the required improvements is the construction of Pine Avenue Stage 3, which involves importing fill material into a portion of the Prado Dam Reservoir Area; and

WHEREAS, to facilitate this work, the City entered into that certain Agreement Regarding Fill Dirt and Release with the Orange County Flood Control District, dated April 22, 2025 (“Fill Dirt Agreement”); and

WHEREAS, the parties now desire to amend the Agreement to clarify that Subdivider shall assume full responsibility for complying with the obligations imposed on the City under the Fill Dirt Agreement in connection with the Pine Avenue Stage 3 Improvements.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein, the parties agree as follows:

TERMS

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree to amend the Agreement as follows:

1. **CONTRACT CHANGES.**

a) Amendment to Section 1.12 – Subdivider’s Obligations.

Section 1.12 of the Agreement is hereby amended to include the following additional sentence:

“Subdivider shall comply with all construction-related obligations imposed on the City pursuant to any permits issued by the U.S. Army Corps of Engineers and County of Orange for the construction of the Pine Stage 3 project and shall include that certain Agreement Regarding Fill Dirt and Release between the City and the Orange County Flood Control District, dated April 22, 2025, except for the obligation to pay the sum of \$108,200 required for the issuance of the Orange County Public Works/Public Property Permit.”

b) Amendment to Section 13.2 – No Third-Party Beneficiaries.

The first sentence of Section 13.2 of the Agreement is hereby amended to read in full as follows:

“This Agreement is intended to benefit only the parties hereto and their respective successors and assigns, except as specified in Section 1.12.

2. **WARRANTY RE ABSENCE OF DEFAULTS.** SUBDIVIDER represents and warrants to CITY that, as of the Effective Date of this Amendment No. 1, CITY is not in default of any material term of the Agreement, and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement by the Successor Agency.
3. **CONTINUING EFFECT OF AGREEMENT.** Except as amended by this Amendment No. 1, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended by this Amendment to the Agreement.
4. **COUNTERPARTS.** This Amendment No. 1 may be executed in multiple identical counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.
5. **AUTHORITY.** The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

**MEMORANDUM
CITY OF CHINO
PUBLIC WORKS DEPARTMENT**

CITY COUNCIL MEETING DATE: JULY 1, 2025

TO: LINDA REICH, CITY MANAGER
FROM: HYE JIN LEE, PE, DIRECTOR OF PUBLIC WORKS

SUBJECT

Amend Measure I Five-Year Capital Improvement Plan for Fiscal Year 2024-25 through Fiscal Year 2028-29.

RECOMMENDATION

Adopt Resolution No. 2025-037 amending Resolution No. 2024-038 to revise the Measure I Five-Year Capital Improvement Plan for Fiscal Year 2024-25 through Fiscal Year 2028-29.

FISCAL IMPACT

Adoption of the Amended Measure I Five-Year Capital Improvement Plan is required to receive and expend Measure I funds. Projects identified on the Measure I Five-Year Plan are funded with restricted Measure I revenues and are included in the City's Capital Improvement Program.

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

The recommendation detailed above furthers the City's values and strategic issues that serve as key pillars on which identified priorities, goals, and action plans are built, by fostering:

- Financial Stability
- Responsible Long-Range Planning

Revenue: Click or tap here to enter text.	Expenditure:
Transfer In: Click or tap here to enter text.	Transfer Out: Click or tap here to enter text.

BACKGROUND

In November 1989, San Bernardino County voters approved Measure I, supporting a half-cent sales tax in the incorporated and unincorporated areas of the County for the 20-year period between April 1, 1990, and March 31, 2010. Measure I revenues from the tax are used for transportation purposes only and may include, but are not limited to, the construction, maintenance, improvements, and operation of local streets, roads, and highways, state highways and freeways, public transit systems including rail, and related purposes. The funding derived from Measure I is managed by the San Bernardino County Transportation Authority (SBCTA). Early in the second decade of Measure I, it became apparent that continuation of the half-cent sales tax would be critical to maintaining funding for transportation projects in San Bernardino County. Ultimately, the voters of San Bernardino County approved the SBCTA Ordinance 04-01 on November 4, 2004, extending the half-cent sales tax for 30 years to March 31, 2040.

ISSUES/ANALYSIS

The Measure I Strategic Plan requires governing bodies receiving Measure I revenue from the Local Street Program to adopt a Five-Year Capital Improvement Plan annually. This plan is intended to effectively outline the specific projects upon which Measure I local pass-through funds will be expended. The City's Five-Year Measure I Capital Improvement Plan was adopted by Resolution No. 2024-038 on July 16, 2024, to represent projected spending for Fiscal Years 2025-29.

The City's Fiscal Year 2024-25 Capital Improvement Program required additional allocation of Measure I funds to support three (3) projects not previously listed in Resolution No. 2024-038. Below is a summary of the projects and adjustments.

- Kimball Avenue Preserve Improvements (ST232)

Development Impact Fee (DIF) funds (Fund 260) were originally allocated to fund the entirety of Project ST232. As the project developed, the scope of work expanded to include pavement rehabilitation which was ineligible for DIF funding. To fund these improvements, Measure I reserves (Fund 322) were used to complete the additional scope of work.

- Local Street Rehabilitation FY2024 (ST241)

On January 7, 2025, the City Council approved a contingency increase to restore funds used for the unforeseen work included in Contract Change Order No. 1. Measure I (Fund 322) reserves were utilized for this action.

- Traffic Signal Interconnect FY25 (TR251)

On January 21, 2025, Project TR251 was established as part of the mid-term budget update for Fiscal Year 2024–25, with funding allocated from Measure I (Fund 322) reserves.

Adopting Resolution No. 2025-037 amends the City's Five-Year Measure I Capital Improvement plan by adding three (3) projects to the list.

Attachment: Exhibit A - Resolution 2025-037

RESOLUTION NO. 2025-037

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHINO, CALIFORNIA, AMENDING RESOLUTION NO. 2024-038 ADOPTING A FIVE-YEAR MEASURE I CAPITAL IMPROVEMENT PLAN AND EXPENDITURE STRATEGY FOR FISCAL YEARS 2025-2029

WHEREAS, San Bernardino County voters approved the passage of Measure I in November 2004, authorizing San Bernardino County Transportation Authority, to impose a one-half of one percent retail transactions and use tax applicable in the incorporated and unincorporated territory of the County of San Bernardino; and

WHEREAS, revenue from the tax can be used only for transportation improvement and traffic management programs authorized in the Expenditure Plans set forth in Ordinance 04-01 of the Authority; and

WHEREAS, the Strategic Plan requires that each local jurisdiction applying for revenue from the Local Street Program to annually adopt and update a Five-Year Capital Improvement Plan; and

WHEREAS, California Public Utilities Code 190300 and Ordinance No. 04-01 require each local jurisdiction to maintain General Fund expenditures for transportation-related construction and maintenance activities at the required Maintenance of Effort base year level in each fiscal year of the adopted Five-Year Capital Improvement Plan, which for the City of Chino is \$383,567; and

WHEREAS, Expenditure plans of the Ordinance require each local jurisdiction receiving revenue from the Local Streets Program to expend those funds pursuant to a Five-Year Capital Improvement Plan adopted annually by resolution of the local jurisdiction; and

WHEREAS, SBCTA also requires that each local jurisdiction prepare an Expenditure Strategy.

NOW, THEREFORE, THE CHINO CITY COUNCIL, HEREBY RESOLVES AS FOLLOWS:

SECTION 1. That the Measure I Five Year Capital Improvement Plan and Expenditure Strategy Fiscal Year 2024-2025 through Fiscal Year 2028-2029, copies of which are attached to this Resolution, are hereby adopted.

SECTION 2. That the City Clerk shall certify to the passage and adoption of this Resolution and thereupon and thereafter the same shall take effect and be in full force.

APPROVED AND ADOPTED THIS 1st DAY OF JULY 2025.

EUNICE ULLOA, MAYOR

ATTEST:

NATALIE GONZAGA, CITY CLERK

State of California)
County of San Bernardino) ss
City of Chino)

I, Natalie Gonzaga, City Clerk of the City of Chino, do hereby certify the foregoing Resolution was duly adopted by the Chino City Council at a regular meeting held on the 1st day of July 2025, by the following votes:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

NATALIE GONZAGA, CITY CLERK

Attachment: Measure I Five Year Capital Improvement Plan and Expenditure Strategy Fiscal Year 2024-25 through Fiscal Year 2028-29.

Resolution Number:	2025-037
Resolution Approval Date:	7/1/2025
Contact Person/Title:	Steven Galindo/ Management Analyst
Phone:	(909) 334-3477
Email:	Sgalindo@cityofchino.org

Measure I Local Pass-through Program
FIVE YEAR CAPITAL IMPROVEMENT PLAN
Fiscal Years 2024/2025 thru 2028/2029

Jurisdiction:
Chino

Projects:	Is Project in City's Non-motorized Transportation Plan? (Yes/No)	Does Project have an ATP Component? (Yes/No)	Is the Project on the City's Nexus Study List? (Public/DIF Share %)		Estimated Total Project Cost	FY2024/25 Est. Revenue	FY2025/26 Est. Revenue	FY2026/27 Est. Revenue	FY2027/28 Est. Revenue	FY2028/29 Est. Revenue	6/30/24 Carryover Balance	Total Est. Rev.
						\$2,432,902	\$2,487,189	\$2,557,855	\$2,627,485	\$2,717,298	\$12,822,729	
						Current Estimate	Current Estimate	Current Estimate	Current Estimate	Current Estimate	Total	
C7053/TR131- Traffic Signal Modification at Riverside Drive and Ramona Avenue	No	No	0.0%	0.0%	\$331,758	\$23,566	\$0	\$0	\$0	\$0		\$23,566
C7061/TR152- Traffic Signal Modification at Telephone Avenue and Philadelphia Street	Yes	No	0.0%	0.0%	\$201,187	\$23,215	\$0	\$0	\$0	\$0		\$23,215
TR 220 Traffic Signal Modifications at San Antonio Avenue at Walnut Avenue, Philadelphia Street at Monte Vista Avenue	Yes	No	0.0%	0.0%	\$46,000	\$46,000	\$0	\$0	\$0	\$0		\$46,000
TR221 CCTV Camera Installation - Phase 3	No	No	0.0%	0.0%	\$220,000	\$220,000	\$0	\$0	\$0	\$0		\$220,000
TR250 CCTV Camera Installation- Phase 4	No	No	0.0%	0.0%	\$225,000	\$225,000	\$0	\$0	\$0	\$0		\$225,000
TR212 Traffic Signal Installation Monte Vista Ave at Walnut Ave	No	No	0.0%	0.0%	\$317,605	\$4,115	\$0	\$0	\$0	\$0		\$4,115
ST182 - Bicycle, Pedestrian, & Transit Improvements	No	No	0.0%	0.0%	\$1,468,960	\$69,440	\$0	\$0	\$0	\$0		\$69,440
ST061 Pine Ave Connection SR71	No	No	64.8%	35.2%	\$39,292,000	\$24,099	\$0	\$0	\$0	\$0		\$24,099
Maint. 7120-Traffic Control	No	No	0.0%	0.0%	\$316,000	\$316,000	\$0	\$0	\$0	\$0		\$316,000
Maint. 7140-Asphalt Maint	No	No	0.0%	0.0%	\$512,000	\$512,000	\$0	\$0	\$0	\$0		\$512,000
Maint. 7150-Concrete Maint	No	No	0.0%	0.0%	\$564,502	\$564,502	\$0	\$0	\$0	\$0		\$564,502
Reimb. R7221-East End Ave County Project	No	No	0.0%	0.0%	\$539,000	\$539,000	\$0	\$0	\$0	\$0		\$539,000
Reimb. R7231-Chino Hills Parkway Pavement Rehabilitation	No	No	0.0%	0.0%	\$1,000,000	\$1,000,000	\$0	\$0	\$0	\$0		\$1,000,000
MS232 Chino Spectrum Traffic Study	No	No	0.0%	0.0%	\$150,000	\$4,995	\$0	\$0	\$0	\$0		\$4,995
MS233 Citywide Telecommunication Plan	No	No	0.0%	0.0%	\$50,000	\$50,000	\$0	\$0	\$0	\$0		\$50,000
MS236 Traffic Signal Synchronization Plan	No	No	0.0%	0.0%	\$150,000	\$150,000	\$0	\$0	\$0	\$0		\$150,000
TR172 Traffic Signal Modification Ramona & Schaefer	No	No	0.0%	0.0%	\$687,730	\$10,393	\$0	\$0	\$0	\$0		\$10,393
ST222 - Kimball/EI Prado/Central Traffic Improvements	No	No	0.0%	0.0%	\$180,827	\$24,440	\$0	\$0	\$0	\$0		\$24,440
ST242 - College Park Roundabout Improvements	No	No	0.0%	0.0%	\$300,000	\$102,000	\$0	\$0	\$0	\$0		\$102,000
ST251 - Local Street Rehab FY2025	No	No	0.0%	0.0%	\$7,000,000	\$1,500,000	\$0	\$0	\$0	\$0		\$1,500,000
TR240 - Traffic Signal Installation - Eucalyptus & Fern	No	No	0.0%	0.0%	\$1,260,996	\$175,000	\$0	\$0	\$0	\$0		\$175,000
ST241 Local Street Rehabilitation-Walnut Widening	No	No	0.0%	0.0%	\$500,000	\$212,800	\$0	\$0	\$0	\$0		\$212,800
ST253 East End Railroad Improvements	No	No	0.0%	0.0%	\$300,000	\$300,000	\$0	\$0	\$0	\$0		\$300,000
ST232 - Kimball Ave. Preserve Improvements	No	No	0.0%	0.0%	\$3,500,000	\$681,655	\$36,154	\$0	\$0	\$0		\$717,809
ST241 - Local Street Rehab FY2024	No	No	0.0%	0.0%	\$6,500,000	\$57,661	\$155,099	\$0	\$0	\$0		\$212,760
TR251 - Traffic Signal Interconnect FY25	No	No	0.0%	0.0%	\$350,000	\$0	\$100,000	\$0	\$0	\$0		\$100,000
Projects Total:						\$6,835,881	\$291,253	\$0	\$0	\$0		\$7,127,134
Total Programming is currently						47%	(Must not exceed 150% of Carryover Balance + Total Estimated Revenue)				Total Estimated Programming:	\$7,127,134

CITY OF CHINO

MEASURE I CAPITAL IMPROVEMENT PLAN EXPENDITURE STRATEGY

(FISCAL YEAR 2024-2025 THROUGH FISCAL YEAR 2028-2029)

The City of Chino will continue to emphasize the regional and sub-regional arterial roadway system during the next five years of the Measure I program. At least 50 percent of the Measure I funding will be allocated for specific Capital Improvement Projects to improve traffic flow and motorist convenience. Failing pavement surfaces will be rehabilitated, traffic striping will be modified to accommodate increased traffic demand and intersection capacity will be enhanced with new and modified traffic signals.

In addition to the above Capital Improvements Program, Chino will continue to allocate up to 50 percent of the annual Measure I funds towards Public Works Maintenance activities. Maintenance work will continue to include the City's traffic signal maintenance, sidewalk and curb repair, pavement repair, and overlay on the local street system.

**MEMORANDUM
CITY OF CHINO
PUBLIC WORKS DEPARTMENT**

CITY COUNCIL MEETING DATE: JULY 1, 2025

TO: LINDA REICH, CITY MANAGER
FROM: HYE JIN LEE, PE, DIRECTOR OF PUBLIC WORKS

SUBJECT

Adopt Measure I Five-Year Capital Improvement Plan and Expenditure Strategy for Fiscal Year 2025-26 through Fiscal Year 2029-30.

RECOMMENDATION

Adopt Resolution No. 2025-038, approving the Measure I Five-Year Capital Improvement Plan and Expenditure Strategy for Fiscal Year 2025-26 through Fiscal Year 2029-30.

FISCAL IMPACT

Adoption of the Measure I Five-Year Capital Improvement Plan and Expenditure Strategy is required to receive and expend Measure I funds. Projects identified on the Measure I Five-Year Plan are funded with restricted Measure I revenues and are included in the FY 2025-26 Adopted Budget.

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

The recommendation detailed above furthers the City's values and strategic issues that serve as key pillars on which identified priorities, goals, and action plans are built, by fostering:

- Financial Stability
- Responsible Long-Range Planning

Revenue: Click or tap here to enter text.

Expenditure:

Transfer In: Click or tap here to enter text.

Transfer Out: Click or tap here to enter text.

BACKGROUND

In November 1989, San Bernardino County voters approved Measure I, supporting a half-cent sales tax in the incorporated and unincorporated areas of the County for the 20-year period between April 1, 1990, and March 31, 2010. Measure I revenues from the tax are used for transportation purposes only and may include, but are not limited to, the construction, maintenance, improvements, and operation of local streets, roads, and highways, state highways and freeways, public transit systems including rail, and related purposes. The funding derived from Measure I is managed by the San Bernardino County Transportation Authority (SBCTA). Early in the second decade of Measure I, it became apparent that continuation of the half-cent sales tax would be critical to maintaining funding for transportation projects in San Bernardino County. Ultimately, the voters of San Bernardino County approved SBCTA Ordinance 04-01 on November 4, 2004, extending the half-cent sales tax for 30 years to March 31, 2040.

ISSUES/ANALYSIS

The Measure I Strategic Plan requires governing bodies receiving Measure I revenue from the Local Pass-Through Program to adopt a Five-Year Capital Improvement Plan annually. This plan is intended to effectively outline the specific projects upon which Measure I local pass-through funds will be expended. Moreover, the Measure I Five-Year Capital Improvement Plan includes a five-year period from Fiscal Year 2025-26 through Fiscal Year 2029-30.

The City is obligated to annually adopt by resolution a Five-Year plan and expenditure strategy. Specifically, the Capital Improvement Plan acknowledges that the City will maintain the general fund expenditures within the said fiscal year at the required Maintenance of Effort (MOE) base year level for construction and maintenance projects related to transportation. Therefore, the City of Chino must spend at least \$383,567 annually from its General Fund until the year 2040 to receive its share of the Measure I funding.

In addition, agencies shall also adopt an Expenditure Strategy statement detailing the City's approach to spending the funds and must be included with the Five-Year Capital Improvement Plan.

The projects included in the Measure I Local Pass-Through Program Five-Year Capital Improvement Plan do not reflect the City's entire Capital Improvement Program. Rather the plan consists of projects that receive partial or full funding from Measure I Local Pass-Through funds and adhere to the Expenditure Strategy statement.

Attachment: Exhibit A – Resolution 2025-038

RESOLUTION NO. 2025-038

**A RESOLUTION OF THE CHINO CITY COUNCIL, ADOPTING
THE MEASURE I FIVE YEAR CAPITAL IMPROVEMENT PLAN
AND EXPENDITURE STRATEGY FOR FISCAL YEAR 2025-26
THROUGH FISCAL YEAR 2029-30**

WHEREAS, San Bernardino County voters approved passage of Measure I in November 2004, authorizing San Bernardino County Transportation Authority, to impose a one-half of one percent retail transactions and use tax applicable in the incorporated and unincorporated territory of the County of San Bernardino; and

WHEREAS, revenue from the tax can be used only for transportation improvement and traffic management programs authorized in the Expenditure Plans set forth in Ordinance No. 04-01 of the Authority; and

WHEREAS, the Strategic Plan requires that each local jurisdiction applying for revenue from the Local Street Program to annually adopt and update a Five-Year Capital Improvement Plan; and

WHEREAS, California Public Utilities Code 190300 and Ordinance No. 04-01 require each local jurisdiction to maintain General Fund expenditures for transportation-related construction and maintenance activities at the required Maintenance of Effort base year level in each fiscal year of the adopted Five-Year Capital Improvement Plan, which for the City of Chino is \$383,567; and

WHEREAS, Expenditure plans of the Ordinance require each local jurisdiction receiving revenue from the Local Streets Program to expend those funds pursuant to a Five-Year Capital Improvement Plan adopted annually by resolution of the local jurisdiction; and

WHEREAS, SBCTA also requires that each local jurisdiction prepare an Expenditure Strategy.

NOW, THEREFORE, THE CHINO CITY COUNCIL, HEREBY RESOLVES AS FOLLOWS:

1. That the Measure I Five Year Capital Improvement Plan and Expenditure Strategy Fiscal Year 2025-26 through Fiscal Year 2029-30, copies of which are attached to this Resolution as Exhibit A, are hereby adopted.
2. That the City Clerk shall certify to the passage and adoption of this Resolution and thereupon and thereafter the same shall take effect and be in full force.

APPROVED AND ADOPTED THIS 1st DAY OF JULY, 2025.

EUNICE ULLOA, MAYOR

ATTEST:

NATALIE GONZAGA, CITY CLERK

State of California)
County of San Bernardino) ss
City of Chino)

I, Natalie Gonzaga, City Clerk of the City of Chino, do hereby certify the foregoing Resolution was duly adopted by the Chino City Council at a regular meeting held on the 1st day of July 2025, by the following votes:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

NATALIE GONZAGA, CITY CLERK

Attachment: Exhibit A - Measure I Five Year Capital Improvement Plan and Expenditure Strategy
Fiscal Year 2025-26 through Fiscal Year 2029-30

CITY OF CHINO

MEASURE I CAPITAL IMPROVEMENT PLAN EXPENDITURE STRATEGY

(FISCAL YEAR 2025-2026 THROUGH FISCAL YEAR 2029-2030)

The City of Chino will continue to emphasize the regional and sub-regional arterial roadway system during the next five years of the Measure I program. At least 50 percent of the Measure I funding will be allocated for specific Capital Improvement Projects to improve traffic flow and motorist convenience. Failing pavement surfaces will be rehabilitated, traffic striping will be modified to accommodate increased traffic demand, and intersection capacity will be enhanced with new and modified traffic signals.

In addition to the above Capital Improvements Program, Chino will continue to allocate up to 50 percent of the annual Measure I funds towards Public Works Maintenance activities. Maintenance work will continue to include the City's traffic signal maintenance, sidewalk and curb repair, pavement repair, and overlay on the local street system.

**MEMORANDUM
CITY OF CHINO
PUBLIC WORKS DEPARTMENT**

CITY COUNCIL MEETING DATE: JULY 1, 2025

TO: LINDA REICH, CITY MANAGER
FROM: HYE JIN LEE, PE, DIRECTOR OF PUBLIC WORKS

SUBJECT

Professional Services Agreement - Merchants Landscape Services, Inc., for Landscape Maintenance Services for City Parkways.

RECOMMENDATION

Award a five-year Professional Services Agreement to Merchants Landscape Services, Rancho Cucamonga, CA, for a not-to-exceed annual amount of \$110,000 for Landscape Maintenance Services for the City's Parkways and authorize the City Manager to execute all necessary documents on behalf of the City.

FISCAL IMPACT

Sufficient funds are budgeted in the FY 2025-26 Budget.

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

The recommendation detailed above further the City's values and strategic issues that serve as key pillars on which identified priorities, goals, and action plans are built, by fostering:

- Positive City Image
- Responsible Long-Range Planning

Revenue: Click or tap here to enter text.	Expenditure: 3607230-43580
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BACKGROUND

The City is currently responsible for the maintenance of forty (40) parkways throughout the City's arterial streets. As part of the Public Works Department routine maintenance services, the City contracts with a professional landscape maintenance provider to perform scheduled upkeep of its forty (40) parkways. These services include routine maintenance such as pruning, shaping, skirting of trees, shrubs, and ground cover plants; weed control, rodent/pest control, turf, irrigation, hardscape maintenance, and any other maintenance required to maintain the landscape areas. This proactive approach ensures that public spaces remain clean, attractive, and safe for residents and visitors.

Maintaining a healthy and well-managed landscape is essential to supporting several City goals: public safety, positive City image, and operational efficiency. With the parkways totaling 236,566 square feet (approximately 5.43 acres), outsourcing this work to a qualified contractor enables the city to maintain high-quality service while maximizing the efficient use of internal staff resources.

Establishing a formal agreement ensures continuity of service, accountability for performance, and alignment with City standards. It also allows for better cost control and long-term planning.

The continuation of contracted landscape maintenance services is necessary to preserve the integrity and safety of the City's parkways and to support the broader goals of sustainability, public safety, and community beautification.

ISSUES/ANALYSIS

On April 24, 2025, staff solicited a Request for Proposals (RFP#2025-0011). "Landscape Maintenance Service - Parkways" via PlanetBids, following City procurement policies. On May 22, 2025, the City received eleven (11) proposals. Cost proposals were submitted in a separate file. Staff evaluated and ranked the proposals based on the following weighted criteria:

- Experience/qualifications: 30%
- Past performance/references: 25%
- Plan methodology/project approach: 25%
- Quality of responsiveness of proposal: 10%
- Cost evaluation: 10%

As part of the RFP, proposers were asked to provide pricing for:

- Monthly routine preventative maintenance
- Emergency and unanticipated repairs (e.g. repairs due to traffic collisions, theft)

Following the evaluation of the proposals, staff selected the proposed consultant within the guidelines of the State of California Government Code and the City's Purchasing Ordinance. The final ranking of the firms is shown below:

Rank	Contractor
1	Merchants Landscape Services, Inc.
2	Mariposa Landscapes, Inc.

3	New Generation Landscape Management, Inc.
4	Greenfield Landscaping & Maintenance, Inc.
5	Priority Landscape Services, Inc.
6	US Landscape Services, LLC
7	Integrity Arborist & Ecoscape, Inc.
8	JAS Landscape, LLC
9	J. Orozco Enterprises, Inc.
10	Greentech Landscape, Inc
11	Azteca Landscape

Merchants Landscape Services, Inc., was selected as the highest-ranking proposal by the evaluation committee. The proposed agreement includes the following cost breakdown:

Landscape Maintenance Services - Parkways	
Service	Annual Cost
Monthly Routine Preventative Maintenance	\$103,764
Emergency and Unanticipated Repairs	\$6,236
Total Amount	\$110,000

Therefore, staff recommends that the City Council award an annual Professional Services Agreement to Merchants Landscape Services, Inc., from Fiscal Year 2025-2026 through Fiscal Year 2029-2030, for a not-to-exceed annual amount of \$110,000 for Landscape Maintenance Services for City Parkways.

Attachment: Merchants Landscape Services, Inc. – New Agreement

**Project Name/No.: Landscape Maintenance Services
Parkways**

Contract No.: _____

Project Manager: PW – S. Parra

Approved: _____

**AGREEMENT FOR SERVICES
BETWEEN THE CITY OF CHINO AND
MERCHANTS LANDSCAPE SERVICES, INC.**

THIS AGREEMENT FOR SERVICES (herein “Agreement”) is made and entered into this 1st day of July, 2025 (“Effective Date”) by and between the City of Chino, a California municipal corporation (“City”) and MERCHANTS LANDSCAPE SERVICES, INC., a California corporation (“Contractor”). City and Contractor may be referred to individually as “Party” or collectively as “Parties.”

RECITALS

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Contractor, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the City of Chino’s Municipal Code, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Contractor for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONTRACTOR

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in the “Scope of Services” attached hereto as Exhibit “A” and incorporated herein by this reference, which may be referred to herein as the “services” or “work” hereunder. As a material inducement to the City entering into this Agreement, Contractor represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Contractor shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Contractor covenants that it shall

follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase “highest professional standards” shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Contractor’s Proposal.

The Scope of Services shall include the scope of work included in Contractor’s proposal, which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Contractor shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 California Labor Law.

If the Scope of Services includes any “public work” or “maintenance work,” as those terms are defined in California Labor Code Section 1720 *et seq.* and California Code of Regulations, Title 8, Section 16000 *et seq.*, and if the total compensation is \$1,000 or more, Contractor shall pay prevailing wages for such work and comply with the requirements in California Labor Code section 1770 *et seq.* and 1810 *et seq.*, and all other applicable laws, as they pertain to such work, including the following requirements:

(a) DIR Monitoring and Enforcement. The public work and/or maintenance work performed under this Agreement shall be subject to compliance monitoring and enforcement by the Department of Industrial Relations (“DIR”). Contractor shall post job site notices, as prescribed by regulation.

(b) Prevailing Wages. Contractor shall pay prevailing wages to the extent required by Labor Code Section 1771. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at City Hall and will be made available to any interested party on request. By initiating any work under this Agreement, Contractor acknowledges receipt of a copy of the DIR determination of the prevailing rate of per diem wages, and Contractor shall post a copy of the same at each job site where work is performed under this Agreement.

(c) Penalty for Failure to Pay Prevailing Wages. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the City, forfeit two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined

by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

(d) Payroll Records. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform the City of the location of the records.

(e) Apprentices. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6, and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

(f) Eight-Hour Work Day. Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810.

(g) Penalties for Excess Hours. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half (1½) times the basic rate of pay.

(h) Workers' Compensation. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees if it has employees. By executing this Agreement, and in accordance with the provisions of California Labor Code Section 1861, Contractor certifies as follows:

“I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.”

(i) Contractor's Responsibility for Subcontractors. For every subcontractor who will perform work under this Agreement, Contractor shall be responsible for such subcontractor's compliance with Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, and shall make such compliance a requirement in any contract with any subcontractor for work under this Agreement. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a review of the certified payroll records of the subcontractor on a periodic basis or upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any such failure by any subcontractor.

1.5 Licenses, Permits, Fees and Assessments.

Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.6 Familiarity with Work.

By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the City of such fact and shall not proceed except at Contractor's risk until written instructions are received from the Project Manager.

1.7 Software and Computer Services.

If the Scope of Services includes the provision and/or installation of any software, computer system, or other computer technology, Contractor represents and warrants that it has inspected the City's current infrastructure, equipment, computer system and software and that the software, computer system, or other computer technology provided and/or installed by Contractor under this Agreement is compatible, and shall be fully functional, with such infrastructure, equipment, computer system and software of the City. Contractor acknowledges that the City is relying on the representation by Contractor as a material consideration in entering into this Agreement.

1.8 Care of Work.

The Contractor shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.9 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.10 Additional Services.

City shall have the right, subject to state law and the City's Municipal Code, at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Project Manager to the Contractor, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation for extra work shall require the approval of City Council unless the City Council has previously authorized the City Manager to approve an increase in compensation and the amount of the increase does not exceed such authorization. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.11 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and

incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed One Hundred Ten Thousand Dollars and Zero Cents (\$110,000.00) (the “Contract Sum”), unless additional compensation is approved pursuant to Section 1.10.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services, less contract retention; (iii) payment for time and materials based upon the Contractor’s rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Project Manager in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Contractor is required to attend additional meetings to facilitate such coordination, Contractor shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Contractor shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City’s Director of Finance. By submitting an invoice for payment under this Agreement, Contractor is certifying compliance with all provisions of the Agreement. Contractor shall not invoice City for any duplicate services performed by more than one person.

All invoices shall be submitted by email to ap@cityofchino.org. Each invoice is to include:

- (a) Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
- (b) Line items for all materials and equipment properly charged to the Services.
- (c) Line items for all other approved reimbursable expenses claimed, with supporting documentation.
- (d) Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

- (e) If this Agreement requires prevailing wages, per Section 1.4 of the Agreement, all invoices shall include a copy of Contractor's Certified Payroll and proof that Certified Payroll has been submitted to the DIR. Contractor shall also submit a list of the prevailing wage rates for all employees and subcontractors providing services under this Agreement, as applicable, with Contractor's first invoice. If these rates change at any time during the term of the Agreement, Contractor shall submit a new list of rates to the City with its first invoice following the effective date of the rate change.

City shall independently review each invoice submitted by the Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Contractor which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Contractor to be paid within forty-five (45) days of receipt of Contractor's correct and undisputed invoice; however, Contractor acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor for correction and resubmission. Review and payment by City for any invoice provided by the Contractor shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

Payment to Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Contractor.

2.6 Contingency of Funds.

Contractor acknowledges that funding or portions of funding for this Agreement may be contingent upon State budget approval; receipt of funds from, and/or obligation of funds by the State of California to City; or inclusion of sufficient funding for the services hereunder in the budget approved by Chino City Council for each fiscal year covered by this Agreement. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, City may immediately terminate or modify this Agreement without penalty.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this

reference. When requested by the Contractor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Project Manager but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within ten (10) days of the commencement of such delay notify the Project Manager in writing of the causes of the delay. The Project Manager shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Project Manager such delay is justified. The Project Manager's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services, which shall be no later than June 30, 2030, except as otherwise provided in the Schedule of Performance (Exhibit "D"). This Agreement may be renewed by a written amendment for up to an additional two (2) year(s) at the option of the City if the City is satisfied with the quality of services performed by Contractor under this Agreement.

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Contractor.

The following principals of Contractor ("Principals") are hereby designated as being the principals and representatives of Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

(Name)

(Title)

(Name)

(Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement.

Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. All personnel of Contractor, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City. Additionally, Contractor shall utilize only competent personnel to perform services pursuant to this Agreement. Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Contractor shall notify City of any changes in Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Contractor.

Contractor shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Contractor, nor any of Contractor's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Contractor expressly waives any claim Contractor may have to any such rights.

4.3 Project Manager.

The Project Manager shall be the Public Works Services Manager or any other person as may be designated by the Project Manager. It shall be the Contractor's responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by City to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager. The Project Manager shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Contractor.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Contractor's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed

to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

Without limiting Contractor's indemnification of City, and prior to commencement of any services under this Agreement, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

(a) General liability insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile liability insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

(c) Professional liability (errors & omissions) insurance. Contractor shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Contractor agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

(d) Workers' compensation insurance. Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

(e) Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(f) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

5.2 General Insurance Requirements.

(a) Proof of insurance. Contractor shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(b) Duration of coverage. Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Contractor, its agents, representatives, employees or subcontractors.

(c) Primary/noncontributing. Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(d) City's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Contractor or City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, City may cancel this Agreement.

(e) Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or that is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

(f) Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

(g) Enforcement of contract provisions (non-estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Contractor of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

(h) Requirements not limiting. Requirements of specific coverage features or limits contained in this section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(i) Notice of cancellation. Contractor agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(j) Additional insured status. General liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(k) Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

(l) Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(m) Pass through clause. Contractor agrees to ensure that its subcontractors, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements

of this section. Contractor agrees that upon request, all agreements with contractors, subcontractors, and others engaged in the project will be submitted to City for review.

(n) Agency's right to revise specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City and Contractor may renegotiate Contractor's compensation.

(o) Self-insured retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

(p) Timely notice of claims. Contractor shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(q) Additional insurance. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

5.3 Indemnification.

To the full extent permitted by law, Contractor agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Contractor, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Contractor is legally liable ("indemnitors"), or arising from Contractor's or indemnitors' reckless or willful misconduct, or arising from Contractor's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Contractor will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Contractor hereunder; and Contractor agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Contractor shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Contractor shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Contractor in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Contractor and shall survive termination of this Agreement.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Contractor shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Project Manager to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Project Manager shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Contractor's business, custody of the books and records may be given to City, and access shall be provided by Contractor's successor in interest. Notwithstanding the above, the Contractor shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Contractor shall periodically prepare and submit to the Project Manager such reports concerning the performance of the services required by this Agreement as the Project Manager shall require. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor

agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Project Manager of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the “documents and materials”) prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Project Manager or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at the City’s sole risk and without liability to Contractor, and Contractor’s guarantee and warranties shall not extend to such use, reuse or assignment. Contractor may retain copies of such documents for its own use. Contractor shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom. Moreover, Contractor with respect to any documents and materials that may qualify as “works made for hire” as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed “works made for hire” for the City.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Contractor in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Project Manager.

(b) Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Project Manager or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered “voluntary” provided Contractor gives City notice of such court order or subpoena.

(c) If Contractor, or any officer, employee, agent or subcontractor of Contractor, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorney’s fees, caused by or incurred as a result of Contractor’s conduct.

(d) Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of San Bernardino, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of San Bernardino, State of California.

7.2 Disputes; Default.

In the event that Contractor is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Contractor for any work performed after the date of default. Instead, the City may give notice to Contractor of the default and the reasons for the default. The notice shall include the timeframe in which Contractor may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Contractor is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Contractor does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Contractor's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Contractor hereby authorizes City to deduct from any amount payable to Contractor (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Contractor's acts or omissions in performing or failing to perform Contractor's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Contractor, or any indebtedness shall exist which shall appear

to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Contractor shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Contractor shall file a statutory claim pursuant to Government Code Sections 905 *et seq.* and 910 *et seq.*, in order to pursue a legal action under this Agreement.

7.7 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the sum of Zero Dollars (\$0) as liquidated damages for each working day of delay in the performance of any service required hereunder. The City may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages.

7.8 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this

Contract at any time, with or without cause, upon thirty (30) days' written notice to Contractor, except that where termination is due to the fault of the Contractor, the period of notice may be such shorter time as may be determined by the Project Manager. In addition, the Contractor reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Contractor may determine. Upon receipt of any notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Project Manager. Except where the Contractor has initiated termination, the Contractor shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Project Manager thereafter in accordance with the Schedule of Compensation or such as may be approved by the Project Manager, except as provided in Section 7.3. In the event the Contractor has initiated termination, the Contractor shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.9 Termination for Default of Contractor.

If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.10 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Contractor's performance of services under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Project Manager. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of this Agreement. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

8.4 Unauthorized Aliens.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C. § 1101 *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City

Manager and to the attention of the Project Manager (with her/his name and City title), City of Chino, 13220 Central Avenue, Chino, California 91710 and in the case of the Contractor, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Contractor and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of

“financial interest” shall be consistent with State law and shall not include interests found to be “remote” or “noninterests” pursuant to Government Code Sections 1091 or 1091.5. Contractor warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Contractor further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Contractor is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Contractor’s Authorized Initials _____

9.7 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) that entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF CHINO, a municipal corporation

Linda Reich, City Manager

ATTEST:

Natalie Gonzaga, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Fred Galante, City Attorney

APPROVED AS TO CONTENT:

Hye Jin Lee, P.E., Director of Public Works

CONTRACTOR:
MERCHANTS LANDSCAPE SERVICES, INC.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Address: 8748 Industrial Lane
Rancho Cucamonga, CA 91730

Two corporate officer signatures required when Contractor is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer.

EXHIBIT "A"

SCOPE OF SERVICES

- I. Contractor will perform the Services described in Contractor's Proposal, attached hereto as Exhibit A-1.**

- II. All work product is subject to review and acceptance by the City, and must be revised by the Contractor without additional charge to the City until found satisfactory and accepted by City.**

EXHIBIT "A-1"

SCOPE OF SERVICES

Merchants Landscape will staff this contract according to the annual schedule. There will be a 2-man crew with a F-150 full size truck and a trailer, 64" laser mower, with stick edger's and weed eaters, mowing all the turf in less than a day, this same crew will detail the parkways the remainder of the day. There will be a 2-man crew with a F-150 full size truck and a trailer detailing the areas 1 more day per week. In addition, 1 irrigator will be on site 2 days per week running through the systems and making any repairs, the irrigation tech will have a Ford Ranger. Their schedule is created around completing these tasks on a monthly basis. The Area Supervisor will be Luis Rangel. Merchants Landscape will have a total of 48-man hours dedicated to these Parkway job sites. Cesar Trujillo, the Branch Manager, will be available for job walks weekly.

All foremen are equipped with Nextel radios/phones, and the supervisors additionally will have smart phones for e-mailing. Merchants also maintains a local office and storage yard in Rancho Cucamonga on Industrial Lane will full time secretaries to assist the area supervisors with reports and e-mails. Merchants also maintain a 24-hour company manned dispatch center for any after hour needs. Merchants maintains over 2 million dollars' worth of landscape equipment, ranging from numerous tractors and renovation equipment to over 100 rider mowers. All maintained by 7 mechanics.

It is the responsibility of the area supervisor to ensure that onsite crews are meeting the contract specifications. The area supervisor accomplishes this with the site inspection reports, which will be turned into the branch manager each Monday. The area supervisor uses these inspection sheets to ensure that he sees each site weekly and so he can schedule what areas may need specific attention. In addition, Merchants will have schedules for each crew showing how they will be rotating through the City sites.

Truck and Trailers for this contract:

- 1 – F150 Truck with Trailer
- 2 – Ford Rangers for the irrigator

1. Intent

It is the intent of these specifications that work performed under this Agreement shall result in a complete operating system in satisfactory working condition with respect to the functional purpose of the installations. Should a conflict arise between these specifications and any referenced specifications, these specifications shall have precedence. All referenced specifications are incorporated into this Agreement controlling the work as herein specified, but otherwise are not applicable.

2. Description of Work

The intent of these specifications is to prescribe and provide for the complete and finished performance and accomplishment, in every respect, of the entire contemplated work or

improvement indicated by the detailed specifications; and it shall be understood that the Contractor undertaking the execution of all or any part of such work or improvement will be required to perform, maintain, construct, and complete the same in a thorough, satisfactory, and workmanlike manner in accordance with these specifications, and to furnish and provide in connection therewith all necessary labor, tools, implements, equipment, and materials and supplies except such as may otherwise be specified will be furnished by the City.

The work to be done consists of the complete landscape maintenance of all landscape areas listed in the Schedule of Compensation (Exhibit C). Landscape maintenance includes but not limited to pruning, shaping, and skirting of trees up to a height of 18 feet, shrubs and ground cover plants; weed control, control of all plant diseases and pests; rodent/pest control, turf maintenance, irrigation maintenance, hardscape maintenance, and all other maintenance required to maintain the landscape areas in the Compensation Categories.

Included in the exhibits, is the Schedule of Services (Exhibit D) and location descriptions to identify minimum service levels required for each area. In no event, shall the Contractor provide service less than those identified. The Contractor may request alteration of the Schedule of Services from the Public Works Services Manager for reasons of rain or inclement weather. Any turf maintenance operations missed due to inclement weather shall be rescheduled within two (2) working days. Any turf maintenance operations missed and not completed as scheduled shall be deducted from the monthly billing statement.

3. Equipment

The Contractor must furnish adequate equipment to properly perform the work in a workmanlike manner in accordance with these specifications. Such equipment must be in good state of repair and maintained in such state during the progress of the work. No worn or obsolete equipment shall be used, and in no case, shall the manufacturer's rating of capacity for any equipment be exceeded.

4. Cleaning Equipment

Cleaning Equipment shall be power brooms, power blowers, air compressors, water flushing equipment, and hand brooms suitable for cleaning the surface, gutters, and sidewalks to remove loose wood chips, grass, and other debris upon operation of tree trimming/maintenance operations.

5. General Tree Maintenance

The Contractor shall be responsible for general tree maintenance in the specific landscape areas including trimming and pruning, adequate watering, fertilizing, staking, removal of fallen leaves and branches, removing suckers raising skirts and protection against pests.

6. Standards of Performance

- A. The Contractor agrees to comply with all applicable provisions of Federal, State, and local laws governing the duties and obligations of businesses and employees.
- B. The Standards of Performance which the Contractor is obligated to perform hereunder are these standards considered to be good turf horticultural practices. Reference: National Turfgrass Council and the National Turfgrass Sports Association.

- C. Turf mowers will operate at suggested manufacturer's mowing speeds in accordance with local conditions. Additional passes shall be made, if necessary, in problem areas where excess grass or other conditions warrant special attention.
- D. The Contractor shall conduct his work at all times in a manner which will not interfere with normal activities or prohibit pedestrian traffic on adjacent sidewalks or vehicular traffic on adjacent streets.
- E. Manual or mechanical edging methods shall be used wherever physically possible.
- F. All leaves and clippings shall be removed concurrent with every mowing.

7. Pruning Standards and Specifications

- A. All work shall conform to the 2017 edition of the ANSI A300 Pruning Standards. In all cases, the City's representative shall have complete and sole discretion in determining conformance and acceptability of trees trimmed by the Contractor. Trimmed trees rejected by the City's representative shall be excluded from payment.
- B. Contractor shall comply with Standards of CAL OSHA and the American National Standard Institute, Z133.1-1988 Safety Requirements.
- C. The contractor shall endeavor to maintain good public relations at all times the work shall be conducted in a manner which will cause the least possible interference and annoyance to the public. Work shall be performed by competent employees and supervised by an experienced English-speaking supervisor in tree trimming operations. The contractor shall be responsible for advanced notification to the residents at each work location of the intended tree operations. The contractor shall be responsible to see that private property and vehicles at work locations are not endangered or damaged during the course of work. Illuminated arrow boards, sign stands, delineators and/or cones, along with the proper signage, shall be used to identify work site for vehicular and pedestrian safety.
- D. No hooks, gaffs, spurs, or climbers will be used by anyone employed for such trimming. Any vine plant growing on trees shall be removed at ground level.
- E. Final pruning cuts shall be made without leaving stubs. Cuts shall be made in a manner to promote fast callous growth.
- F. Brush and debris shall be removed daily, sidewalks swept, lawns and parkways raked out, and gutters cleaned.
- G. Contractor shall maintain at least one (1) English-speaking arborist to be on site within 30 minutes of being contacted.
- H. When trimming fungus, disease or fire blight infected limbs or fronds, all pruning tools shall be cleaned after each cut with alcohol or bleach.
- I. Topping shall not be done without prior approval of the City.

8. Tree Pruning

All trees are included in required trimming operations. The Contractor shall not be responsible for any trimming operations above eighteen (18) feet. Tree pruning shall be performed based on the following categories with the intent of developing structurally sound trees symmetrical and appearance of the proper vertical and horizontal clearance. All pruning and trimming operations shall be in accordance with ISA standards.

- A. All trees shall be trimmed, shaped, and thinned at least once per year.
- B. All dead and damaged branches and limbs shall be removed at the point of breaking at the time breaking occurs.
- C. All trees shall be trimmed and shaped to provide a symmetrical appearance typical of the species.
- D. All suckers and sprouts shall be cut flush with the trunk or limbs as needed, regardless of height.
- E. All structural weaknesses such as split crotch or limbs, or severe damage shall be reported to the Public Works Services Manager or designee.
- F. Special emphasis shall be placed upon public safety during pruning operations, particularly when adjacent to roadways.
- G. All trimmings and debris shall be removed and disposed of off-site at the end of each day's work.
- H. Prune trees along sidewalks to allow eight (8) foot clearance for pedestrians in twelve (12) feet above curb and gutters for vehicular traffic.
- I. Signs shall be kept cleared at all times.
- J. Contractor shall be responsible to apply all insecticides/fungicides to prevent or control diseases and pests.
- K. Ailing or stunted trees, which fail to meet expected growth, will receive additional treatments to correct deficiencies.
- L. Under no circumstances will stripping of lower branches be permitted. Lower branches shall be retained in a "tipped back" or pinched condition.
- M. Topping of trees will not be permitted.

8. Staking and Tying

Trees shall be staked fall into the following categories:

- A. Replacement of missing or damaged stakes where the tree diameter is less than three (3) inches, at twenty-four (24) inches above ground.
- B. In those cases where the tree has been damaged and requires staking for support.
- C. For new trees or recently planted trees which have not previously been staked.
- D. Contractor shall use remove/adjust ties and stakes to prevent damage.

Replacement ties and stakes shall be the responsibility of the Contractor.

9. Tree Stakes and Ties

Trees stakes shall be 2” diameter pressure treated wood poles and the appropriate length to secure tree properly. Tree ties shall be from V.I.T. Products using two 3/2” flexible vinyl straps.

10. Tree Removals

- A. All trees eighteen (18) feet or less, which are downed by either natural or unnatural causes, shall be removed and disposed of off-site by the Contractor. All stumps shall be ground to 12” below grade and wood chips raked level to fill hole.
- B. All trees greater than eighteen (18) feet, which are down or all trees which are still standing but must be removed for other reasons, shall be handled as extra work or separate action by the City.

11. Tree Specifications

Each replacement tree shall be selected in accordance with the standards set forth in the American Standard for Nursery Stock.

12. Signs

The contractor shall equip each vehicle used in the City with signs that read “Landscape Maintenance Services Provided by the City of Chino.”

13. Site Maintenance

- A. Throughout the period of this Agreement, the Contractor shall maintain the work sites in a safe, neat, and orderly condition free of all hazardous conditions, trash, debris, surplus materials, and objectional matter of any kind, all to the satisfaction of the Public Works Services Manager. All signs utilized by the Contractor shall be maintained in a graffiti free condition.
- B. During the course of the tree trimming/maintenance activities, the Contractor shall protect all existing improvements, including underground utilities, which are to remain in place within and adjacent to the right-of-way, from damage resulting from operations. In the event that an improvement is damaged, the Contractor shall immediately notify its owner and the Public Works Services Manager of such damage, and the improvement shall immediately be restored to its original condition to the satisfaction of its owner, either by the owner or Contractor, at the option of the owner, at the Contractor’s expense.
- C. It is anticipated that nuisance waters, such as stormwater runoff and irrigation water, will run in and across the right-of-way at various times throughout the period of construction. It shall be the responsibility of the Contractor, at their own expense, to provide for and protect the work from such waters. In addition, the Contractor’s responsibility shall include handling nuisance waters so that their operations do not cause them to damage existing improvements or properties adjacent to or near the site of the work.
- D. At the completion of the contracted activities, the Contractor shall clean up the site of the work and leave it in a neat and orderly condition, free from trash, debris, and excess construction materials and other objectional matter, all to the satisfaction of the City.

14. Working Days

Any day except Saturday, Sunday, or legal holidays and days on which the Contractor is specifically required by the special provisions, by his labor contract, or by law to suspend construction operations. Also expected is any day on which the Contractor is prevented by inclement weather or conditions resulting therefrom, from proceedings with at least 75 percent of the normal labor and equipment forced for at least five hours toward completion of the current controlling operations.

15. Time of Completion

The Contractor shall complete all fieldwork in every detail at the locations within the dates specified by the Public Works Services Manager. The Contractor shall not perform any fieldwork prior to said date.

16. Traffic Control

Traffic control is paramount to the successful completion of landscape maintenance operations. The Work Area Traffic Control Handbook (W.A.T.C.H.), Latest Edition, shall be the reference document for establishing traffic control and detours for this project.

17. Standard Drawing

Unless otherwise noted on the plans, all standards to be used in tree planting shall be the latest edition of the City of Chino Standard Drawings and Specifications and the Pruning Standards for The Western Chapter of the International Society of Arboriculture.

18. Permits

If needed, City construction permits shall be provided to the Contractor by the City at no expense to the Contractor. A City of Chino lane/roadway closure application and permit is required for any maintenance activities that require the closing of any City street or traffic lane. The application shall include a detailed plan of the Contractor's proposed traffic handling setup. The plan must be approved by the City's Traffic Engineer and a permit issued no less than seven days prior to the beginning of operations or construction.

19. Scheduling of Work

The contractor shall, prior to commencing work, submit and gain approval of a weekly work schedule indicating the order and location of work. The general hours of operations shall be 8:30 a.m. to 3:00 p.m. on major streets and 7:00 a.m. to 4:00 p.m. on residential streets with respect to any chipping, cutting, or other operations generating harsh or unusual noise. The days of operations shall be Monday through Friday. No work shall be performed on Saturday or Sunday, unless approved by the Public Works Services Manager or designee.

20. Scheduling of Services

The Schedule of Services (Exhibit D) identifies the minimum service levels required. In no event shall the contractor provide maintenance less than those identified period. However, increased services may be required at times to provide an acceptable level of service and to promote healthy and vigorous growth and to improve the aesthetic value of the plant material at no additional cost.

21. Turf Mowing

Turf in this Agreement shall be mowed with “reel” or “Rotary.” The mowers shall be maintained so as to provide a smooth even cut without tearing. The reel or blade adjustment will provide a uniform, level cut without ridges or depressions. Recycler mowers shall only be used upon acceptance by the Public Works Services Manager.

22. Frequency

Mowing shall be performed at such intervals of time so that no more than one-third of the grass blade is removed during each mowing and returning the grass to the accepted height for the species of grass being mowed, but at intervals of no less than described in the Schedule of Services. Inclement weather may preclude adherence to the Schedule of Services. The Contractor may request alteration of this mowing frequency from the Public Works Services Manager for reasons of rain or prolonged cold period. Work shall be performed on the same day each week. All mowing missed during due to inclement weather shall be rescheduled and completed within three (3) work days. Any mowing missed and not completed during the week shall be deducted from the monthly billing statement.

23. Cutting Heights

Cutting heights shall be adjusted according to the predominate type of grass, in accordance with the following:

Turfgrass Species	Mowing Height
Perennial Rye	1.5 to 2.5
Tall Fescue	1.75 to 2.5
Bermuda	.25 to 1.0
St. Augustine	2.0 to 3.0

24. Clipping Pick-Up

All grass clippings shall be collected and removed from the site prior to the completion of that day's mowing operations or the end of the day, whichever occurs first.

25. Artificial Turf Maintenance

The artificial turf will be maintained twice a week on Mondays and Thursdays using the rake and/or leaf blower to remove debris, such as leaves and sticks. Use proper pesticides to keep pests from damaging the artificial turf and infill. Use weed control treatment on an as needed basis. Use a stiff broom or wide bristle airbrush to redistribute any infill that has washed out.

26. Waste Disposal

All glass, leaves, paper, and other debris shall be removed and disposed of off-site prior to mowing.

27. Clean Up

All walkways, roadways, trails, or other areas dirtied by mowing operations shall be cleaned and all debris disposed of off-site prior to the completion of that day's mowing operations or the end of the day, whichever occurs first. All debris generated from the Contractor’s operations shall be picked up and disposed of off-site that debris shall be blown into the streets and roadways.

28. Edging

All turf grass borders shall be neatly and uniformly edged or trimmed concurrent with every mowing.

29. Mechanical Engineering

Mechanical methods shall be used except where physically not possible or practical.

30. Chemical Engineering

Chemical applications shall be used on areas such as planters, buildings, around trees, along asphalt trails/paths, around sports field equipment, fence lines, around sprinkler heads, etc. Chemical edging will only be permitted where mechanical methods are impossible. Prior to the application of chemicals, all areas shall be trimmed to the proper heights. Contractor shall use non-restricted chemicals only to perform chemical edging.

31. Hardscape Cleaning

All hard surface areas shall be thoroughly swept/blown or vacuumed to be maintained in a clean and safe condition. The Contractor shall be responsible for thoroughly cleaning all hardscape areas concurrent with mowing operations.

32. Extraordinary Maintenance

Additional turf maintenance operations may be required and may be considered as extraordinary work if it is caused by any of the following:

- A. Acts of God
- B. Civil Disorder
- C. Vehicle Collision
- D. Vandalism
- E. Storm or Weather Activity
- F. Tree Spray/Inspect Infestation

The Contractor shall respond within one hour to emergency calls when directed by the City.

33. Chemical Application

Chemicals shall be recommended and approved by the Public Works Services Manager or designee prior to use. Unless otherwise approved by the Public Works Services Manager or designee, only non-restricted chemicals shall be used. A Notice of Intent to apply Non-Restricted/Restricted Materials Form (Attachment 1) shall be completed and submitted to the Public Works Services Manager or designate a minimum of seven days prior to intended use. No chemical applications shall be performed until the Public Works Services Manager's or designee's approval is obtained, and a Notice of Intent is filed to the San Bernardino County Department of Agriculture. Failure to obtain authorization from the City may result in a \$500.00 per instance deduction. The Contractor is responsible for any and all permits required by the County.

34. License and Certificate

Chemicals shall only be applied under the supervision of persons possessing a valid pest control advisors license and shall be applied only by certified applicators. Records of all chemical application operations, authorization stating dates, times, methods of applications, chemical

formulations, applicators name and weather conditions at the time of application shall be made and retained in an active file for a minimum of two (2) years. After this period, records shall be retained in accordance with the San Bernardino County Department of Agricultural Regulations.

35. Drift

Chemicals shall be applied to limit drift to six (6) inches. All precautionary measure necessary to ensure public and worker safety shall be employed since all areas will be open for public access during application.

36. Public Notices

Contractor shall be responsible for posting all notices when chemicals are applied. All notices shall be in accordance with Chemical Product Labels and Department of Agriculture Regulations.

37. Irrigation Schedules

Irrigation shall be accomplished in accordance with the following time frame:

- A. All City Maintained Parkways 10:00 p.m. – 6:00 a.m.

Contractor is required to submit irrigation schedules for all areas maintained under this Agreement. The schedule shall include the following: station number, water time, cycles start time, and any damage/repair to the system. **Schedules are due monthly. Failure to submit the schedules may result in a \$200.00 penalty per incident.**

38. Plant Irrigation Requirements

Contractor shall monitor the requirements of the plant material, soil conditions, seasonal temperature variation, wind conditions and rainfall and recommend appropriate changes in duration of watering cycles. All landscaped areas shall be irrigated as required to maintain adequate growth and appearance. No actual changes will be implemented without the prior approval of the Public Works Services Manager or designee.

39. Special Watering

Special watering required during daytime hours and for landscape areas without automatic controllers such as after fertilization, irrigation checks and during periods of extreme dryness or heat, and during manual irrigation cycles shall be conducted in accordance with the following criteria:

- A. Prior approval must be given by the Public Works Services Manager or designee.
- B. There shall be minimal drift onto private property or roadways caused from wind.
- C. There shall be no interference with other field maintenance activities, special event activities, or public usage.
- D. There shall be irrigation personnel present at each location until the watering cycle is completed.

40. City Requests

Contractor shall respond within thirty (30) minutes for emergency shutdowns as requested by the City to turn off any malfunctioning irrigation system, particularly stuck irrigation valves or broken sprinkler heads. Contractor shall respond within an hour to emergency repairs as requested by the City. Requests for routine repairs and replacements shall be completed within

24 hours. Contractor shall also be responsible to turn off all controllers during conditions of extended rain and forecasted rain events.

41. Damages from Irrigation

All damages resulting from under or over watering shall be repaired at the Contractor's expense.

42. Irrigation System Components

The entire irrigation system, including all components from the connection at meters shall be maintained in an operational state at all times. This coverage applies to all backflow devices, controllers, remote control valves, gate valves, main and lateral lines, sprinkler heads, and moisture sensing devices. The Contractor shall bear the labor and material costs for all routine irrigation repairs and replacements, such as replacement of non-functioning sprinkler heads and nozzles, replacements of missing valve box lids, and minor repairs to irrigation valves and controllers. Routine repairs and replacements are not considered extra work. **Any irrigation component that needs to be replaced must be exchanged with the most current high efficiency product. All new high efficiency products must be approved by the Public Works Services Manager or designee before installation.**

The Contractor shall have on hand at all times one spare irrigation controller for each model used within the City. Upon discovery of a controller failure, if the Contractor is unable to immediately repair damage to the controller, the Contractor shall remove the damaged controller and temporarily install the spare one. The damaged controller shall be taken to a reputable controller repair shop for diagnosis and repair. The cost of furnishing and installing the spare controller, the cost of removing the damaged controller, the cost of transporting the damaged controller to a repair shop, and the cost of obtaining repair to the original controller is all to be included in the proposal price for maintenance. The labor cost for reinstalling the repaired controller, or a new one, if the original controller cannot be repaired, shall be at no additional cost to the City. If a controller malfunctions and the Contractor does not have a temporary one to replace it, the Contractor will be responsible for watering the site by hand. The Contractor shall bear the cost of any damage to the plant material caused by sufficient irrigation maintenance up to and including replacement.

43. Compliance with AB 325 "Model Water Irrigation Ordinance"

Contractor shall be required to comply with all restrictions associated with Assembly Bill 325. To include audits and efficiency standards for all landscape areas.

44. Trained Personnel

Contractor shall provide competent personnel fully trained in all phases of irrigation systems operation, maintenance, and repair; for all irrigation components, including electric and battery-operated controllers, valves and sprinkler heads. Personnel shall be knowledgeable and competent with all brands and models of irrigation equipment.

45. Irrigation System Testing

All irrigation systems shall be tested and inspected a minimum of once per month.

- A. A schedule shall be submitted at the start of this Agreement showing the location, day of the week, and time of day that each system will be tested and operated. Any changes shall

be submitted for approval prior to enactment.

- B. Adjust all sprinkler heads for optimum performance to prevent overspray/runoff onto walks and roadways as much as possible. This shall include selecting the best degree of arc to fit the existing site conditions.
- C. All system malfunctions, damage, and obstructions shall be reported and action taken immediately.
- D. In addition to monthly testing, all irrigation systems shall be tested and inspected as necessary when damage is suspected, observed, or reported, daily if necessary.
- E. A report listing the results of monthly testing shall be included with the monthly irrigation schedules.

46. Weed Control

A regular program of pre-emergent chemical application shall be used to control weed growth, supplemented by hand removal of noxious weeds or grasses as necessary.

47. Weeding

Weeding shall be done regularly to avoid establishment of weeds. Weeding shall be performed both chemically and mechanically at the discretion of the Public Works Services Manager or designee.

48. Weed Removal

Contractor shall be responsible to maintain the turf areas in “weed free” condition. Chemical control of broadleaf weeds shall be employed as often as necessary to maintain “weed free” condition. In addition, turf grasses shall be treated as follows:

- A. Between January 15 and February 15, a pre-emergent crabgrass control compound shall be applied to all fescue areas.
- B. Between November 1 and November 30, a broadleaf pre-emergent weed control compound shall be applied to all areas.
- C. Twice per year, a broad-spectrum fungicide shall be applied at the manufacturers recommended coverage rate in December and June.
- D. Post emergent will be used as necessary to keep turf in “weed free” condition year-round.

49. Spray Pattern Indicator

A spray pattern indicator (colorant) may be used with all chemical weed control applications, whether pre-emergent or post-emergent as directed by the Public Works Services Manager or designee. The color must be approved by the City.

50. Broadleaf Weeds

Chemical control of broadleaf weeds shall be employed as often as necessary to maintain turf areas in a “weed free” condition.

51. Medians and Sidewalks

Medians and sidewalks are maintained in a weed free condition. This includes the removal of weeds in all paved, unpaved, and artificial turf surfaces of medians and sidewalks boundaries and in joints, cracks or crevices within or adjoining the curb and gutter areas surrounding the

common landscape areas. Sidewalks are to be kept clean at all times. All hardscape areas are to be thoroughly blown off each week.

52. Turf Fertilizer

All turf will be fertilized in accordance with the following criteria when granular fertilizer is used. Except as amended by the Public Works Services Manager or designee, when granular fertilizer is used, all turf areas will be fertilized in accordance with the following criteria:

Type	Formula	Rate	Cycle
Bluegrass	Turf Gold 22-5-6	1 lb. Nitrogen per 1000 sq. ft.	90 Days
Bermuda	Turf Gold 22-5-6	1 lb. Nitrogen per 1000 sq. ft. (March – Nov)	90 Days
Fescue	Turf Gold 22-5-6	1 lb. Nitrogen per 1000 sq. ft.	90 Days
St. Augustine	Turf Gold 22-5-6	1 lb. Nitrogen per 1000 sq. ft. (March – Nov)	90 Days

53. Schedule Changes

All proposed changes shall be submitted to the Public Works Services Manager or designee prior to use. All fertilization schedules shall commence on the effective date of the Agreement then follow the cycles established in the Schedule of Services. The Public Works Services Manager or designee must be notified of the exact date/time of scheduled fertilization at least fourteen (14) working days prior to the start of fertilization.

Turf shall be free of moisture at the time of fertilizer application. Application of the fertilizer shall be done in sections, determined by areas covered by each irrigation system. All areas fertilized shall be thoroughly soaked immediately after the fertilizer is broadcast.

All turf areas shall be fertilized in accordance with the following criteria when liquid fertilizer is used.

54. Liquid Fertilizers

All liquid concentrate fertilizer formulation shall be approved prior to the use by the Public Works Services Manager or designee. All liquid concentrate fertilizer shall be water soluble, emulsifiable, and shall be capable of remaining suspended in water until the fertilization cycle is completed liquid fertilizers shall be applied at a rate specified by the manufacturer.

55. Fertilizing Ground Cover Areas

All ground cover areas will be broadcast balanced fertilizer (Landscape Color 14-14-14) as described in the Schedule of Services during the first week of April and the first week of November and shall be applied at a rate required by the manufacturer. Application of additional fertilizers may be required in order to maintain plant material in a healthy condition.

56. Tree and Shrub Areas

Fertilization of all trees and shrubs shall be done as described in the schedule of services in April and November with the balanced fertilizer (Landscape Color 14-14-14). Fertilizers will be applied within drip line of all trees when applicable. Trees within narrow planting strips will be fertilized with an approved root feeder, fertilizing as much of the area as possible within the drip line.

57. Application

Fertilizer shall be broadcast by mechanical methods only. Fertilizer shall not be directly applied by hand.

58. Overseeding/Reseeding

Overseeding (March) vs. Reseeding (October): Overseeding is panting grass seed over existing turf, while reseeding is starting a new lawn from scratch.

All turf areas shall be overseeded to reestablish to an acceptable condition annually between March 30 and April 30 the Public Works Services Manager or designee must be notified of the exact date/time of scheduled seeding fourteen (14) calendar days prior to the start of any overseeding. Overseeding shall be performed in accordance with the following criteria:

- A. All areas to be overseeded shall be raked or verticut cut to remove all thatch and to provide a rough seedbed suitable for seeding.
- B. Areas to be reseeded shall be fertilized to provide one (1) to one and one-half (1-1/2) pounds of nitrogen per thousand square feet. Chemical formulation of fertilizer to be used shall be (Endure 16-16-16) unless otherwise specified by the Public Works Services Manager or designee.
- C. A fescue grass seed shall be applied at the rate specified on the label for the type of seed being used for reseeding. Seed quality shall meet the minimum requirements established by the San Bernardino County Department of Agriculture. No seed shall be applied without prior verification of seed quality by the Public Works Services Manager or designee.
- D. Once seed has been applied, Contractor shall cover all seed and firm the soil with a water ballast roller either empty or partially filled depending upon soil condition. Seed shall then be lightly covered with top soil to prevent erosion and reduce evaporation of soil moisture.
- E. In addition, bare or sparse turf areas shall be reseeded by the Contractor on an as needed basis, at the request of the City.
- F. Winter overseeding of seasonal turf grass, such as Bermuda, Kakuya, and St. Augustine, will be required using a perennial rye. Cost of overseeding shall be included in the contracted price. Overseeding shall not follow dethatching or aeration by more than five (5) calendar days.

59. Dethatch/Scalping

Unless otherwise directed by the Public Works Services Manager or designee, all turf areas shall be detached/scalped a minimum of once per year between October 1 and November 30. Dethatching shall be accomplished by use of a "vertical cut type" dethatch machine. The degree of thatch removal shall be determined by the Public Works Services Manager or designee immediately prior to the start of dethatching operations. All thatch and debris shall be picked up

and disposed of off-site prior to the end of the workday. Scalping shall be accomplished by mowing turf as low as possible before reseeding.

60. Aeration

All turf areas shall be aerated a minimum of two times per year, once between March 15 and April 15, and once between October 15 and November 15. Aeration shall be accomplished by removing 5/8" diameter by 4" deep cores at a maximum spacing of 4" by use of a mechanical aeration machine. Contractor shall aerate the entire area first in one direction (east to west) then repeat the operation in the opposing direction (north to south). All cores shall be removed from the turf and disposed of off-site or thoroughly pulverized within 24-hours after aerating. All trails, roadways, walkways, etc., impacted by miscellaneous turf maintenance operations shall be thoroughly cleaned at the conclusion of the operation or the end of the day whichever occurs first. Contractor shall be responsible for the disposal of dethatch and aeration debris.

61. Pruning

All shrubbery shall be pruned, trimmed, thinned, and suckers removed to properly contain their size with respect to species, size of planters, and the best health of the plant and/or as described in the Schedule of Services.

62. Shrubbery Replacement

The Contractor shall be responsible for the complete removal and replacement of shrubbery lost due to the Contractor's faulty maintenance or negligence, as determined by the Public Works Services Manager or designee.

63. Pruning Schedule

Shrubs and vines shall be pruned and trimmed as needed, using sound horticultural techniques. Shrubs and vines shall be maintained within the limits of confined areas (i.e., narrow medians, walkways, fences, etc.) so as not to encroach on same.

In addition, all shrubs and vines shall be trimmed to maintain horizontal clearance along all walkways, trails and fence lines to prevent encroachment onto private property and to remove dead, damaged or diseased plant material.

64. Fertilization

Contractor shall use a balanced fertilizer in shrub areas as requested in the Schedule of Services.

65. Cultivation and Mulching

Contractor shall cultivate around shrub and tree areas and tree wells sufficiently and often enough to control weed growth and maintain existing irrigation and drainage ditches. Mulch is also required to be applied in all open areas as requested by the Public Works Services Manager or designee. Mulch shall be applied 3" in depth evenly throughout the landscape area and will be supplied by the Contractor.

66. Irrigation (Deep Watering)

Deep watering shall be defined as the application of sufficient quantities of water to maintain reasonably healthy vigor of plants. Basin modifications may be required. Quantities of water

shall be sufficient to allow for deepwater penetration and encouragement of deep rooting of the plants.

67. Renovation

Ground cover plantings shall be thinned and pruned for the health of the planting and the appearance of the site and at such other times when directed by the Public Works Services Manager or designee.

68. Edging

Beds shall be maintained within their intended bounds and shall not be permitted to encroach into lawns, shrub beds or adjacent areas or in any manner deemed undesirable by the Public Works Services Manager.

69. Replanting

Replanting shall be required throughout the contract period in order to maintain the continuity of the ground cover area. Replacement plants will be provided by the City, and the Contractor shall be responsible for providing the labor at no additional cost to the City. If planting is required due to Contractor's negligence, Contractor shall be responsible for all plants and labor at no cost to the City.

70. Irrigation after Planting

All areas planted in ground cover shall be immediately adequately irrigated to maintain the planting in a healthy condition.

71. Trimmings

All trimmings shall be removed from the premises on the day of renovation and edging work.

72. Drains and Grates

All concrete "v" drains to include the portion under the sidewalk shall be kept free of vegetation, debris and algae to allow unrestricted water flow. All other drainage facilities shall be cleaned of all vegetation and debris. All grates shall be tested for security and refastened as necessary. Missing or damaged grates shall be reported to the Public Works Services Manager or designee immediately.

73. Hard Surface Areas

All hard surface areas shall be thoroughly cleaned a minimum of two times per week or more often, if necessary, to maintain in a clean and safe condition.

74. Disease and Pest Control Inspections

The Contractor shall regularly inspect all landscaped areas for the presence of disease, ants or other insect infestation. The Contractor shall advise the Public Works Services Manager or designee within 24-hours if disease or insect infestation is found; and shall identify the disease or insect and specify control measures to be taken; and upon written approval of the Public Works Services Manager or designee shall implement the approved control measures exercising extreme caution in the application of all spray materials, dusts or other materials used.

75. Use of Chemicals

The Contractor shall submit a list of all chemicals herbicides and pesticides proposed for use under this contract for approval by the Public Works Services Manager or designee. Materials included on this list shall be limited to chemicals approved by the State of California Department of Agriculture and shall include the exact brand name and generic formulation. The use of any chemical on the list shall be based on the recommendation of a Licensed Pest Control Advisor and shall conform to the current San Bernardino County Department of Agriculture regulations.

No chemical herbicide, rodenticide, or pesticide shall be applied until its use is approved in writing by the Public Works Services Manager or designee as appropriate for the purpose of the areas proposed. Restricted materials can only be used by a licensed applicator possessing a restricted materials applicator permit as issued by the State Department of Agriculture.

A Notice of Intent to apply restricted/non-restricted materials form must be submitted to the Public Works Services Manager or designee before application of material(s).

A monthly report shall include a statement of all applications of herbicides and pesticides detailing the chemical used, quantity, rate of application, area in which used and the purpose of the application.

76. Disease and Pest Control Approval

Approved control measures shall continue until the disease or insect is controlled to the satisfaction of the Public Works Services Manager or designee. The Contractor shall utilize all safeguards necessary during disease or insect control operations to ensure safety of the public and the employees of the Contractor.

77. Rodent Pest Control

The Contractor shall provide complete and continuous control and/or eradication of all plant pests/rodents diseases. The Contractor shall select and supply proper materials and licensed personnel and obtain all necessary permits to comply with City, County, State, and Federal laws and regulations. Contractors will assume responsibility and liability for the use of all chemical contracts as per Senate Bill 198.

All gopher mounds are to be removed from turf and landscape areas on a daily basis. Soil from gopher mounds shall be raked until surrounding soil is level. Any gopher mound not removed from site within 24-hours shall be deemed as non-performance of rodent pest control. An amount of \$200 for unmaintained rodent pest control for that site will be deducted from the monthly billing statement.

78. Notification of Material Loss

The Contractor shall notify the Public Works Services Manager or designee within 24-hours of the loss of plant material due to any cause. Any plant that dies and not reported shall become the responsibility of the Contractor for replacement.

79. Replacement Responsibilities

The Contractor shall be responsible for replacement of turf, annual plants, trees, shrubs, ground cover and soil as deemed necessary due to Contractor's negligence. The size and species of

replacement of these items shall be as directed by the Public Works Services Manager or designee.

80. Unforeseen Damages

All landscape plants and material damaged due to acts of God, vandalism or vehicular accidents shall be supplied by the City at the City's expense and the Contractor shall install at no additional cost to the City.

81. Specific Plant Replacements

In order to ensure maximum health, growth and overall aesthetic appearance of plantings in the work area, it may be desirable and necessary to replace certain plants. The necessity or desirability of such plant replacements shall be determined by the Public Works Services Manager or designee. Where such replacements are to be made, all plants will be provided by the Contractor at cost (or provided by the City at no cost to the Contractor) and installed by the Contractor at no additional cost to the City. It is anticipated that annuals will be replaced a minimum of three times per year.

82. Plant Removals

Except for emergency removal, no trees, shrub/ ground cover/turf shall be removed from the areas being maintained without prior approval of the Public Works Services Manager or designee.

83. Replacement Parts

The Contractor shall maintain a stock (at Contractor's expense) of high usage items for repair or replacement (i.e., irrigation parts, tree stakes, ties, etc.).

84. Contractor Generated Trash

The Contractor shall promptly remove from the work area all debris generated by the performance of the work specified herein.

85. User Generated Trash

The Contractor shall be responsible to remove all trash and debris in accordance with the Schedule of Services. Other litter and debris found within the contract areas is also to be removed by the Contractor, including the removal of flyers, decorations and advertisements from light poles, irrigation controllers and electrical boxes.

86. Green Waste

The Contractor is required to manage all of the green waste generated by the performance of the work specified herein. Green waste may be turned into mulch, and provided at no additional cost back to the City for use in ground cover areas.

87. Storm Drain Training

In instances where applicable Municipal Operations are performed by contract staff, the City requires evidence that contract staff have received Storm Water training by a Certified Trainer or training provided by the City of Chino.

88. Exclusions

Contractor will be responsible for the removal of graffiti on irrigation controllers

The Contractor will not be responsible for the maintenance of the following items during the term of the contract; however, any deficiencies in these areas are to be brought to the immediate attention of the Public Works Services Manager or designee.

- Buildings
- Lighting Facilities
- Restrooms
- Flag Poles
- Replacement of trash cans
- Walls
- Fences
- Graffiti removal on buildings, walls and fences*
- Railings
- Monuments
- Signs
- Flags or Banners

89. Redevelopment, Construction or Reconstruction

Where redevelopment, construction or reconstruction may involve any portion of an area under these specifications, the Public Works Services Manager or designee may delete a portion of or the entire site from contractual maintenance during the construction and plant establishment period. The deletion of this portion of work shall be reflected in the monthly reimbursement to the Contractor per the unit prices submitted in the schedule of unit prices required above, or agreed upon by the City and Contractor.

90. Daily Activity Maintenance Reports

Daily activity maintenance reports shall be required from the Contractor indicating the scope of work along with location of the intended work. All staff performing work must be listed on the report, by location. The format of the daily activity maintenance report must be approved in advance by the Public Works Services Manager.

91. Hazardous Conditions

The Contractor shall maintain all work sites free of hazards to persons and/or property resulting from its operations. Any hazardous condition noted by the Contractor which is not a result of his operations shall immediately be reported to the Public Works Services Manager.

92. Restricted Materials Applicators License

The Contractor shall be responsible for appropriate personnel having a valid and current Qualified Applicators Certificate for the work described in these specifications. Any use of restricted materials shall be in strict accordance with the State Agriculture Rules and regulations.

93. Extra Work

Extra work is defined as scheduled renovations and extraordinary work required by changes in the details of work shown on the specifications. Unless otherwise noted, compensation for extra work shall be set at the rate(s) as specified in the Compensation Schedule for Extra Work. The

City is not compelled to award extra work to the Contractor. In some instances, additional proposals may be solicited by other vendors, or the work may be accomplished by City staff. No work of any kind shall be considered as extra unless separate authorization is issued by the City for said work before work commences. In the event the Contractor is required by the City and agrees to perform extra work the following will govern such work.

- A. An estimate of the costs shall be submitted for approval prior to work being done. The Contractor shall maintain records sufficient to distinguish the direct cost of all extra work operations and shall furnish reports itemizing all costs for labor, materials, and equipment rental. The report shall include hours worked. The following procedure will govern extra work.
 - a. Work will be executed under the direction of the Public Works Services Manager on a time and materials basis or an agreed upon lump sum price depending on the nature of the work.
 - b. City will issue a work request for such extra work to be performed.
 - c. Extra work will not be initiated without City authorization.
 - d. Contractor must complete extraordinary work utilizing staff not assigned to the City performing regular daily routine maintenance.
 - e. Extra Work may include, but not be limited to, the following:
 - i. Replacement of plant materials due to failures beyond the Contractor's responsibility.
 - ii. Replacement of sprinkler heads, valves, and quick couplers due to vandalism or Acts of God.
 - iii. Landscape and irrigation systems renovations.
 - iv. Remedial landscaping.

The Contractor shall be required to begin extra work promptly once authorization is obtained.

94. Inspections

- A. City/Contractor Inspections
 - a. The inspection and administration of the contract work will be made by the Inspector supported by the Public Works Services Manager. Any and all questions arising regarding the performance of the work shall be directed to the Inspector. If the question cannot be answered, or if the answer is unacceptable, it will be referred by the Inspector to the Public Works Services Manager.
- B. City Inspections
 - a. The Contractor shall accompany the Inspector, on an inspection tour of all areas of responsibility once each week, whereupon any maintenance deficiencies will be noted. All deficiencies noted on this report are required to be corrected prior to the following week's meeting. Additionally, the Contractor shall accompany the Public Works Services Manager on inspection tours at the request of the Public Works Services Manager.
 - b. All deficiency notices and calculations of payment deductions shall originate with the Inspector and be authorized by the Public Works Services Manager.
- C. Inspections/Administration Cost Limitation
 - a. The inspection and administration criteria stated below shall comprise the maximum amount of City staff time required for this contract.
 - b. The cost for all time in excess of the stated criteria required due to inadequate

level of landscape maintenance and poor administrative preparation on the part of the Contractor, shall be deducted and forfeited from payments. The stated criteria shall be exclusive from excessive damage from outside sources beyond the Contractor's control requiring additional inspection and administration.

- c. The actual cost computation shall be made using Maintenance Contract Inspector salary inclusive of direct and indirect overhead at the time costs are incurred.
- d. The Public Works Services Manager or Inspector shall maintain an accurate log of inspection and administrative time for computing costs. The log will be available upon demand for review by the Contractor.

D. Independent Inspections

- a. The City may utilize a mutually acceptable horticulturist or arborist to examine and inspect the landscape areas to assist the Public Works Services Manager in assessing the quality of Contractor's maintenance.

95. Payment

Payment shall be made to the Contractor monthly for all work performed to the satisfaction of the Public Works Services Manager within 30 days of invoicing by the Contractor. The Contractor shall be required to provide one monthly invoice for all work performed. All requests for payment of Damage Repair or Extra Work must be accompanied by the City's written request for such services. All work not billed to the City within thirty (30) days of completion by the Contractor shall be subject to nonpayment by the City.

Billing is to be by address and include tree species, ward, caliper, variety (botanical and common), trim date, condition and appropriate data acceptable to the Public Works Services Manager. The computer format shall be Tree keeper or Microsoft Excel at the discretion of the Public Works Services Manager.

96. Payment Withheld/Deducted

The City may withhold and/or deduct payment to such extent as may be necessary to protect the City from loss due to:

- A. Work required in the specifications which is defective, incomplete or not performed.
- B. Claims filed or reasonable evidence indicating probable filing of claims for damages caused by the Contractor to private or public property.
- C. Failure of the Contractor to make payments properly to employees, subcontractors or vendors for materials or services provided.
- D. Expenses incurred by the City to perform work required in the specifications that is defective, incomplete or not performed.
- E. Failure to participate in and respond to the scheduled Maintenance Inspections.
- F. Costs incurred by the City due to extra administration costs for additional inspections and subsequent correspondence/notifications.
- G. Failure to submit monthly/quarterly schedules and reports.

These actions shall not be construed a penalty but as an adjustment of payment based on the work actually performed, or as the cost of the City for inspection and other related costs from the failure of the Contractor to complete the work according to schedule. One Hundred Dollars (\$100.00) per day may be deducted from monthly payments for every day that schedules are not submitted to the City.

97. Supervision by Contractor

The Contractor Representative shall be within the City's limits to supervise and or inspect all work being performed to the satisfaction of the City Representative. Contractor Representative shall provide efficient supervision to the work, using his best skill and attention and shall provide and keep on the work site at all times during its progress a competent crew leader/foreman and any necessary assistants. All directions of the Inspector or his authorized representative shall be received and obeyed by the crew leader/foreman in charge of the particular work; and all such directions given shall be as binding as if given to or by the Contractor in person. The Contractor shall be required to have personnel in the City Monday through Friday during regular business hours.

98. Access to Work

The Public Works Services Manager's authorized representative shall at all times have access to the work and shall be furnished with every reasonable facility for acquiring full knowledge respecting the progress, workmanship, and character of materials used and employed in the work.

Whenever the Contractor varies the period during which work is carried out, they shall give due notice to the Public Works Services Manager so that proper access for inspection may be provided. Any inspection of work shall not relieve the Contractor of any obligations to fulfill the contract as prescribed.

99. Maintenance Deficiencies

The Public Works Services Manager shall report maintenance deficiencies to the Contractor's representative. All maintenance deficiencies shall be corrected within forty-eight (48) hours. Any deficiencies not completed within the 48 hours will result in a deduction from pay. The Contractor shall keep records of actual work performed. The Contractor shall also be responsible for notifying the Public Works Services Manager or designee of all maintenance deficiencies on a weekly basis.

100. Disposal of Material

Excavation material determined as unsuitable fill material by the Public Works Services Manager shall become the property of the Contractor and shall be legally disposed of outside the site of the Work by and at the expense of the Contractor. The Contractor is required to dispose all green waste generated by the performance of the work specified herein.

101. Specifications on the Work

The Contractor shall keep one copy of all specifications and drawings on the work site in good order, accessible to the Public Works Services Manager and his representatives.

102. Removal of Obstructions

The Contractor shall remove and dispose of all structures, debris, or other obstructions to the construction of the work as specified. Where such obstructions consist of improvements not required by law to be removed by the owner thereof, all such improvements shall be removed, maintained and permanently replaced by the Contractor at his expense as required for performance of the work.

103. Interpretation of Plans and Specifications

Should it appear that the work to be done or any matter relative thereto is not sufficiently detailed or explained by the specifications, the Contractor shall apply to the Public Works Services Manager for such further explanation as may be necessary and shall conform to such explanation or interpretation as part of the contract so far as may be consistent with the intent of the original plans and specifications. In the event of any discrepancy between any drawing and the figures written thereon, the figures shall be taken as correct.

104. Errors or Discrepancies Noted by the Contractor

If the Contractor, either commencing work or in the course of the work, finds any discrepancy between the specifications and the drawings, or between the physical conditions at the site of the work, or finds any error or omission in any of the specifications, or in any survey, he shall promptly notify the Public Works Services Manager in writing of any such discrepancy, error, or omission. If the Contractor observes that the specifications are at variance with any applicable law, ordinance, regulation, order or decree, contractor shall promptly notify the Public Works Services Manager in writing of such conflict.

The Public Works Services Manager on receipt of any such notice shall promptly investigate the circumstances and give appropriate instructions to the Contractor. Until such instructions are given, any work done by the Contractor, either directly or indirectly, after his discovery of such error, discrepancy, or conflict, will be at his own risk, and he shall bear all costs arising therefrom.

105. Public Representation by Contractor

The Contractor's representative shall contact the City's representative daily to submit work-reporting forms, convey messages, return telephone calls to the public, schedule field reviews, etc. The Assistant Public Works Services Manager's working hours are 6:00 a.m. to 5:00 p.m., Monday through Friday. The Assistant Public Works Services Manager can be contacted by phone at (909) 334-3266.

106. Temporary Suspension of Work

The Public Works Services Manager shall have the authority to suspend the work, wholly or in part, for such period as he may deem necessary, due to unsuitable weather or to such other conditions as are considered unfavorable for the suitable prosecution of the work, or for such time as he may deem necessary due to the failure on the part of the Contractor to carry out orders given or to perform any provisions of the work. The contractor shall immediately comply with the written order of the Public Works Services Manager to suspend the work wholly or in part and shall not resume the work until ordered to do so in writing by the Public Works Services Manager.

In the event a suspension of work is ordered because of failure on the part of the Contractor to carry out orders given or to perform any provisions of the work, such suspension of work shall not relieve the Contractor of his responsibility to complete the work within the time limit set forth herein and shall not be considered cause for extension of the time for completion and, further, such suspension of work shall not entitle the Contractor to any additional compensation.

107. Final Clean Up

Upon completion and before making application for acceptance of any portion of the work, the Contractor shall clean the work site and all ground occupied by him in connection with the work of all rubbish, excess materials, temporary structures and equipment. All parts of the work area shall be left in a neat and presentable condition.

Care should be taken to prevent spillage on streets over which hauling is done, and any such spillage or debris deposited on streets due to the Contractor's operation shall be immediately cleaned up.

108. Suggestions to the Contractor

Any plan or method suggested to the Contractor by the Public Works Services Manager or inspector but not specified or required, if adopted or followed in whole or in part, shall be used at the risk and responsibility of the Contractor, and the City and the Public Works Services Manager will assume no responsibility therefor.

109. Emergencies

A. Emergency Response

- a. The Contractor shall have the capability to receive and to respond immediately to calls of an emergency nature during normal working hours and during hours outside of normal working hours. Calls of an emergency nature received by the City shall be referred to the Contractor for immediate disposition.

B. Emergency Work

- a. In the event that emergency work is required, the Contractor shall notify the Public Works Services Manager or representative by telephone in advance before any emergency work is commenced. Non-emergency maintenance work requires written approval before the work is performed.

C. Emergency Personnel

- a. In situations involving an emergency after normal work hours, the Contractor shall dispatch qualified personnel and equipment to reach the site within one (1) hour. Contractor's vehicle shall carry sufficient equipment to effect safe control of traffic. When the Contractor arrives at the site, the Contractor shall set up traffic warning and control devices, as needed, and proceed to repair the system on a temporary basis.
- b. The Contractor shall supply the City with name(s) and telephone number(s) of responsible person(s) representing the Contractor for twenty-four (24) hour emergency response. The above-mentioned information shall remain current at all times. Any changes shall be forwarded to the City in writing within twelve (12) hours of any such change.

D. Provision for Emergencies

- a. Unusual conditions may arise on the Work, which will require that immediate and unusual provisions be made to protect the public from danger or loss or damage to life and property, due directly or indirectly to the prosecution of the Work, and it is part of the service required of the Contractor to make such provisions and to furnish such protection.
- b. The Contractor shall use such foresight and shall take such steps and precautions as his operations make necessary to protect the public from danger or damage, or loss of life or property, which would result from the interruption or contamination

of public water supply, irrigation or other public service or from the failure of partly completed work.

- c. Whenever, in the opinion of the City, an emergency exists against which the Contractor has not taken sufficient precaution for the safety of the public or the protection of utilities or of adjacent structures or property which may be injured by process of construction on account of such neglect; and whenever, in the opinion of the City, immediate action shall be considered necessary in order to protect public or private personnel or property interests, or prevent likely loss of human life or damage on account of the operations under the contract, then and in that event the City may provide suitable protection to said interest by causing such work to be done and material to be furnished as, in the opinion of the City, may seem reasonable and necessary.
- d. The cost and expense of said labor and material together with the cost and expense of such repairs as may be deemed necessary shall be borne by the Contractor, and if he shall not pay said cost and expense upon presentation of bills therefor, duly certified by the Public Works Services Manager, then said cost and expense will be paid by the City and shall thereafter be deducted from any amounts due, or which may become due paid Contractor. Failure of the City, however, to take such precautionary measures shall not relieve the Contractor of his full responsibility for public safety.
- e. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the City.

110. Contractor's Response

The Contractor must maintain telephone service so that all calls from the City to the Contractor have no toll charge. Failure to respond by telephone call or in person within one (1) hour of the City's attempt to contact the Contractor's representative may result in a \$200.00 penalty per incident. Failure to respond at any level will subject Contractor to any primary or secondary costs arising from said emergencies.

111. Complaint Requests

The Contractor must correct all complaint requests within forty-eight (48) hours. Failure to respond and correct as requested may result in termination of the contract.

112. Additions to the System

In the event that additional areas are added to the system or the City desires to add existing areas to the Contract, these may be added to the maintenance agreement at the rate(s) as specified in the Compensation Schedule for additions to the system. The City is not compelled to award new additions to the Contractor. In some instances, additional proposals may be solicited by other vendors, or the work may be accomplished by City staff.

113. Public Convenience

Construction and maintenance operations shall be conducted in such a manner as to cause as little inconvenience as possible to abutting property owners. Water or dust palliative shall be applied as necessary for alleviation or prevention of dust nuisance caused by the Contractor's operations. Convenient access to driveways, houses and buildings along the line of the work

shall be maintained at least each morning and evening and temporary approaches to crossings or intersecting streets shall be provided and kept in good condition.

114. Public Safety

The Contractor shall furnish, erect and maintain such lights, barricades, bridges, and other devices as are necessary to prevent accidents and avoid damage or injury to the public. Should the Public Works Services Manager point out the inadequacy of warning devices or should the Public Works Services Manager approve the location of warning devices, such action shall not relieve the Contractor of responsibility for public safety, nor abrogate his obligation to furnish and pay for these devices. Should it be determined, during hours other than work hours and the Contractor is unavailable, that the warning devices are inadequate, the City may furnish and erect such additional devices as may be necessary.

All construction signs to be used on the job site and on the approaches to the job site shall conform to those standards set forth by the State of California, Department of Transportation. Barricades shall be effectively reflectorized by having not less than one-half of the top board of the barricade covered with reflectorized sheeting surface. All warning flashers shall be kept in good working order.

No material or equipment shall be stored where it will interfere with the safe passage of public traffic, and at the end of each day's work and at other times when construction operations are suspended for any reason, the Contractor shall remove all equipment and other obstructions from that portion of the roadway open for use by the public traffic. Spillage resulting from hauling operations along or across any public traveled way shall be removed promptly.

Whenever the Contractor's operations require one-way traffic or create a condition hazardous to the public traffic, he shall provide and station competent flagmen whose sole duties shall consist of directing the movement of traffic through or around the work.

115. Notice and Service Thereof

Any notice required or given by one party to the other under the contract shall be in writing and shall be dated and signed by the party giving such notice or by a duly authorized representative of such party. Any such notices shall not be effective for any purpose whatsoever unless served in the following manner:

- A. Notice shall be given to the City by personal delivery thereof to the Public Works Services Manager or by depositing the same in the United States mail enclosed in a sealed envelope, registered, and with postage prepaid, addressed to: Public Works Services Manager, City of Chino, 5050 Schaefer Avenue, Chino, CA 91710.
- B. Notice shall be given to the Contractor by personal delivery thereof to said Contractor or to his authorized representative at the site of the project, or by depositing the same in the United States mail, enclosed in a sealed envelope addressed to said Contractor at the address established for the conduct of the work under this contract, postage prepaid and registered.
- C. Notice shall be given to the Surety, or any other person, by personal delivery to said Surety or other person, or by depositing the same in the United States mail, enclosed in a sealed envelope addressed to such Surety or persons at the address of said Surety or

persons last communicated by him to the party giving the notice, postage prepaid and registered.

115. Unforeseen Difficulties

All loss or damage arising out of the nature of the work to be done under the contract, or from any unforeseen obstruction or difficulties which may be encountered during the progress of the work and in the prosecution of the same, or from the action of the elements, or from encumbrances on the line of the work, shall be sustained by the Contractor.

The cost and expense of said labor and material together with the cost and expense of such repairs as may be deemed necessary shall be borne by the Contractor, and if he shall not pay said cost and expense upon presentation of bills therefor, duly certified by the Public Works Services Manager, then said cost and expense will be paid by the City and shall thereafter be deducted from any amounts due, or which may become due paid Contractor. Failure of the City, however, to take such precautionary measures shall not relieve the Contractor of his full responsibility for public safety. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the City.

116. Existing Utilities

The Contractor shall notify Underground Service Alert at 811 at least 48 hours in advance of his intention to begin any work affecting existing utilities so that they may notify the affected utility companies. Whenever the improvement requires the relocation or replacement of an existing utility under the contract, this information will be shown on the contract drawing. Unless this notification is shown on the contract drawing, the Contractor shall assume that the utility is to remain in place or be relocated or replaced by others.

The utility companies listed below can be contacted as indicated:

- A. Southern California Gas Co. (800) 427-2000
- B. Southern California Edison (800) 655-4555
- C. Frontier (800) 921-8101
- D. Cable TV/Spectrum (888) 892-2253
- E. Water & Sewer/City Yard (909) 334-3266

Any difference or conflicts which may arise between the Contractor and such other forces or contractors because of delays or hindrance to each other, shall be adjusted and determined by the Public Works Services Manager. If the work of the Contractor is delayed because of any acts or omissions of any other contractor or force, the Contractor shall on that account have no claim for additional compensation or extra cost against the City.

117. Preservation of Property

Trees and shrubbery that are not shown on the plans to be removed, pole lines, fences, signs, survey markers and monuments, buildings, structures, conduits, pipelines and other improvements and facilities adjacent to the work shall be protected from injury or damage and if ordered by the Public Works Services Manager, the Contractor shall provide and install suitable safeguards to protect such objects from injury or damage. If such objects are injured or damaged by reason of the Contractor's operation, they shall be replaced or restored to a condition as good as when the Contractor entered upon the work.

118. Cooperation with Others

Nothing contained in these documents shall be interpreted as granting to the Contractor exclusive occupancy of the maintenance site for the work. Should maintenance be under way or subsequently begun by other forces or by other contractors within or adjacent to the limits of the work, or in the vicinity of the work to be done under this contract, the Contractor shall so conduct his operations as to interfere to the least possible extent with the work of such other forces or contractors. If the performance of this contract is likely to be interfered with by the simultaneous performance of some other forces or contractors, the Public Works Services Manager shall decide which contractor shall continue or whether the work can be proceeding simultaneously.

Any difference or conflicts which may arise between the Contractor and such other forces or contractors because of delays or hindrance to each other, shall be adjusted and determined by the Public Works Services Manager. If the work of the Contractor is delayed because of any acts or omissions of any other contractor or force, the Contractor shall on that account have no claim for additional compensation or extra cost against the City.

119. Coordination with Community Agencies

The contractor shall notify the following agencies of any construction or street closure forty-eight (48) hours prior to the start of such closure:

Chino Police Department	909-334-3000
Chino Fire Department	909-902-5260
Waste Management	909-591-1714
Spectrum (Cable TV)	888-892-2253
Frontier	800-921-8101
Southern California Edison	909-930-8432
Southern California Gas	800-427-2000
Underground Service Alert	811

The Contractor shall notify the U.S. Postal Service of all areas affecting service five (5) working days prior to construction.

EXHIBIT “B”

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

EXHIBIT "C"

SCHEDULE OF COMPENSATION

- I. Contractor shall be compensated for the services provided under this Agreement in accordance with the budget and rates provided in Exhibit "C-1".**
- II. Within the budgeted amounts for each Task, and with the approval of the Project Manager, funds may be shifted from one Task subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.10.**
- III. The City will compensate Contractor for the Services performed upon submission of a valid invoice, as described in Section 2.4.**
- IV. The total compensation for the Services shall not exceed the Contract Sum, as provided in Section 2.1 of this Agreement.**

EXHIBIT "C"

SCHEDULE OF COMPENSATION

The costs listed below must include the complete and total cost for all landscape maintenance services, including turf, trees, plants, hard surfaces, and rodent/pest control required under this contract and listed in the Schedule of Services (Exhibit D). Unless otherwise noted, the cost for each site shall include all landscape maintenance services required for the ENTIRE site.

PARKWAY NO.	LOCATION	SQUARE FEET	COST PER MONTH (See enclosed maps for locations)
P-1	Pipeline Ave.	5,670	\$207.00
P-2	Rainier Court	844	\$31.00
P-3	Norton Ave.	3,724	\$137.00
P-4	Pipeline Ave.	8,160	\$302.00
P-5	Pipeline Ave.	3,792	\$138.00
P-6	East End Ave.	10,188	\$376.00
P-7	Philadelphia Ave.	10,836	\$400.00
P-8	Norton Ave.	2,568	\$95.00
P-9	Yorba Ave.	2,881	\$106.00
P-10	Butterfield & Dunlap Islands	1,536	\$57.00
P-11	Francis Ave.	2,270	\$84.00
P-12	Riverside Dr. at Robin Lane	3,416	\$126.00
P-13	Walnut Ave. at Strawberry Pl.	4,233	\$156.00
P-14	Mountain Ave.	10,375	\$384.00
P-15	Walnut Ave.	3,563	\$132.00
P-16	Walnut Ave.	4,864	\$179.00

PARKWAY NO.	LOCATION	SQUARE FEET	COST PER MONTH (See enclosed maps for locations)
P-17	San Antonio Ave.	4,300	\$159.00
P-18	Walnut Ave. at	3,675	\$135.00
P-19	Walnut Ave. at San Antonio Ave.	2,705	\$100.00
P-20	Cypress Ave.	17,801	\$658.00
P-21	Chino Ave.	14,600	\$540.00
P-22	Monte Vista Ave.	6,050	\$233.00
P-23	San Antonio at Cypress Channel	1,267	\$46.00
P-24	Cypress Ave. at Cypress Channel	3,336	\$123.00
P-25	Philadelphia Ave. Tree Wells	208	\$8.00
P-26	Chino Ave. Parkway and Mountain View Park Equestrian Trail	11,700	\$439.00
P-27	Franklin Ave. Median	1,536	\$56.00
P-28	Riverside Dr. and Magnolia Tree Wells	624	\$23.00
P-29	San Antonio and Garcia Avenues	950	\$35.00
P-30	Cypress Ave. / Schaefer Ave.	13,310	\$492.00
P-31	Mountain/Edison Avenues Park Site	21,000 Approx.	\$675.00
P-32	Lester Ave.	2,376	\$87.00
P-33	Schaefer Ave.	2,105	\$77.00
P-34	Fern n/o Edison and Adjacent Median	10,716	\$396.00
P-35	El Prado Monument Sign	10,000	\$370.00
P-36	Chino Ave./Euclid Ave./ Fern Ave.	12,375	\$457.00
P-37	Fern Ave. / Riverside Dr.	11,400	\$421.00
P-38	Schaefer Ave. / East End Ave.	3,300	\$122.00
P-39	Palm Place	1,275	\$47.00
P-40	Lexington Ave / Norton Ave.	1,037	\$38.00
TOTAL MONTHLY COST FOR PARKWAYS			\$8,647.00
TOTAL ANNUAL COST FOR PARKWAYS			\$103,764.00

ADDITIONS TO THE SYSTEM – REQUIRED FROM ALL CONTRACTORS

The Monthly Maintenance cost per square foot, for additional areas added to the contract, is required from all Contractors and shall be entered on the appropriate line for each Proposed Category.

ADDITIONS TO THE SYSTEM (MONTHLY COST FOR ADDITION OF LISTED ITEM AT VARIOUS LOCATIONS)	
Aeration (per square foot)	\$.01
Artificial Turf Maintenance (per square foot)	\$.02
Dethatching (per square foot)	\$.035
Fertilization of Turf, Shrubs, & Ground Cover (per square foot)	\$.01
Ground Cover Trimming (per square foot)	\$.035
Hard Surface Cleaning (per square foot)	\$.02
Hard Surface Power Wash (per square foot)	\$.03
Overseeding (per square foot)	\$.02
Reseeding (per square foot)	\$.02
Shrub Pruning (per square foot)	\$.04
Tree Trimming (per tree)	\$200.00
Turf Mowing (per square foot)	\$.05
Vine and Hedge Trimming (per square foot)	\$.045
Litter & Debris Pick-up (per square foot)	\$.02

ADDITIONS TO THE SYSTEM – REQUIRED FROM ALL CONTRACTORS

The Monthly Maintenance cost per square foot, for additional areas added to the contract, is required from all Contractors and shall be entered on the appropriate line for each Proposed Category.

EXTRAORDINARY WORK – REQUIRED FROM ALL PROPOSERS

To be paid on a time and materials basis. Total cost, in writing, per project will be required before authorization of work in this category.

To be paid on a time and materials basis. Total cost, in writing, per project will be required before authorization of work in this category.

LABOR	COST PER HOUR
Foreman/Crew Leader	\$40.00
Worker/Labor	\$35.00
Irrigation Specialist	\$70.00
Additional Employee Classifications:	\$125.00

EQUIPMENT	COST PER HOUR
Pickup Truck	\$25.00
Flatbed Truck	\$40.00
Additional Equipment Classifications:	\$60.00

MATERIALS:

Materials will be reimbursed at Contractor's cost or purchased by the City and supplied to the Contractor at the discretion of the Public Works Services Manager.

EXTRAORDINARY WORK	UNIT PRICE	UNIT DESCRIPTION
Individual Tree Trimming	\$200.00	Each
Complete Tree and Stump Removal	\$75.00	Diameter (in inches)
Stump Removal Only	\$20.00	Diameter (in inches)
Tree Planting	\$105.00	Each for 24" Box
15 Gallon With Root Barrier	\$175.00	Each
15 Gallon Without Root Barrier	\$150.00	Each
24 Gallon With Root Barrier	\$475.00	Each
24 Gallon Without Root Barrier	\$400.00	Each
Watering	\$300.00	Day
Emergency Call Out	\$125.00	Hour

EXHIBIT “D”

SCHEDULE OF PERFORMANCE

- I. Contractor shall perform all services and deliver all work products timely in accordance with the schedule attached hereto as Exhibit “D-1”.**

- III. The Project Manager may approve extensions for performance of the services in accordance with Section 3.2.**

EXHIBIT “D”

SCHEDULE OF SERVICES

Maintenance Days: Monday through Friday

DESCRIPTION	FREQUENCY (MONDAY-FRIDAY)
Litter Control:	
Litter Pick-up – all landscaped areas (including medians, tree wells, and sidewalks)	Weekly
Hardscape Cleaning (including stamp concrete and blowing sidewalks by tree wells)	Twice a Week
Hardscape Power Wash	As Needed
Turf:	
Mowing: April – October	Weekly
Mowing: November – March	Bi-Weekly
Edging, blowing off hardscape, spring trimming, hand mowing	Weekly (following mowing on same day)
Artificial Turf:	
Mondays and Thursdays	Twice a Week
Miscellaneous:	
Aeration: March & October	Twice a Year Minimum (As specified in scope of services)
Reseeding: Spring Season (March – April)	Once a Year or as Instructed
Overseeding: Winter Season (October – November)	Once a Year or as Instructed
Dethatch / Scalping: October	Once a Year or as Instructed
Irrigation:	
Check watering schedules, inspect irrigation controllers	Monthly
Inspect sprinkler heads for proper operation & coverage	Following Mowing
Hand Watering	As required until irrigation repairs are completed
Emergency Repairs	As required within 1 hour
Emergency Shutdowns	As required within 30 minutes
Routine Repairs and Replacements	As required. To be completed within 24 hours
Ground Cover:	
Renovation/Trimming/Edging	Weekly
Cultivation	Weekly
Watering	As Required
Weeding	Weekly
Fertilizing:	
Trees, ground cover, shrubs	90-Day Cycle “Fertilization”
Turf	90-Day Cycle “Fertilization”

Flower Beds	Three (3) Growing Periods Per Year “Fertilization”
Fungicide Spraying	As Required Under “Tree Maintenance”
Shrubs/Plants:	
Pruning	Bi-Weekly or As Needed
Cultivation/Mulching	Weekly
Irrigation (Deep Soaking)	As Required
Tree Maintenance:	
Deep Watering of Tree Wells	As Needed
Staking and Tying	As Needed
Removal of Suckers	Check Weekly & Remove
General Pruning	Per ISA Standards
Raising Skirts	As Needed
Spraying Deciduous Trees	As Required Under “Tree Maintenance”
Spraying Conifer Trees	As Required Under “Tree Maintenance”
Tree Removal	As Required Under “Tree Maintenance”
Broad Leaf Weed Spraying: June & November	Twice a Year
Weed Control	Requires Weed-Free Conditions
Disease, Rodent, and Pest Control	As Required Under “Disease and Pest Control”
Equestrian Trail:	
Litter Pick-up	Weekly
Weed Control	Weekly
Decomposed Granite Application	As Required Under “General Maintenance”

**MERCHANTS LANDSCAPE SERVICES, INC.
ANNUAL MAINTENANCE SCHEDULE**

JAN.	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
Mow & edge turf bi-weekly	Mow & edge turf bi-weekly Fertilize 22-5-5	Mow & edge turf bi-weekly Broadleaf Arerate	Mow & edge turf weekly	Mow & edge turf weekly	Mow & edge turf weekly Fertilize 22-5-5	Mow & edge turf weekly Aerate	Mow & edge turf weekly	Mow & edge turf weekly	Mow & edge turf weekly De-thatching Aerate Fertilize 16-6-8	Mow & edge turf bi-weekly Broadleaf	Mow & edge turf bi-weekly
Trim shrubs ground cover, Vines & trees	Trim shrubs ground cover, Vines & trees	Trim shrubs ground cover, Vines & trees pre-emergence	Trim shrubs ground cover, Vines & trees Fertilize 15-15-15	Trim shrubs ground cover, Vines & trees	Trim shrubs ground cover, Vines & trees	Trim shrubs ground cover, Vines & trees	Trim shrubs ground cover, Vines & trees	Trim shrubs ground cover, Vines & trees	Trim shrubs ground cover, Vines & trees Fertilize 15-15-15	Trim shrubs ground cover, Vines & trees pre-emergence	Trim shrubs ground cover, Vines & trees
Weed Control	Weed Control	Weed Control	Weed Control	Weed Control	Weed Control	Weed Control	Weed Control	Weed Control	Weed Control	Weed Control	Weed Control
Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly	Irrigation System check Weekly
Litter removal Daily	Litter removal Daily	Litter removal Daily	Litter removal Daily	Litter removal Daily	Litter removal Daily	Litter removal Daily	Litter removal Daily	Litter removal Daily	Litter removal Daily	Litter removal Daily	Litter removal Daily
Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month	Monthly report form due 10th of each month
Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly	Area Supervisor to inspect job site weekly
Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report	Supply district with greenwaste report
OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week	OSHA Safety meetings everyother week
Mulch planter beds annually	Mulch planter beds annually	Mulch planter beds annually	Mulch planter beds annually	Mulch planter beds annually	Mulch planter beds annually	Mulch planter beds annually	Mulch planter beds annually	Mulch planter beds annually	Mulch planter beds annually	Mulch planter beds annually	Mulch planter beds annually
D.G. into planter annually	D.G. into planter annually	D.G. into planter annually	D.G. into planter annually	D.G. into planter annually	D.G. into planter annually	D.G. into planter annually	D.G. into planter annually	D.G. into planter annually	D.G. into planter annually	D.G. into planter annually	D.G. into planter annually

**MEMORANDUM
CITY OF CHINO
FINANCE DEPARTMENT**

CITY COUNCIL MEETING DATE: JULY 1, 2025

TO: LINDA REICH, CITY MANAGER

FROM: KIM SAO, DIRECTOR OF FINANCE

SUBJECT

Amendment to Chapter 3.32.130 Approval Authority of the Chino Municipal Code.

RECOMMENDATION

Approve the introduction of Ordinance No. 2025-004 amending the City's purchasing procedures, to authorize the City Manager to approve vehicle purchases, to be read by number and title only, and waiving further reading of the Ordinance.

FISCAL IMPACT

There is no fiscal impact.

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

The recommendation detailed above further the City's values and strategic issues that serve as key pillars on which identified priorities, goals, and action plans are built, by fostering:

- Positive City Image
- Responsible Long-Range Planning

Revenue:	Expenditure:
Transfer In:	Transfer Out:

BACKGROUND

The Public Works Fleet Division manages the City's vehicle inventory, overseeing procurement, maintenance, and replacement cycles. Vehicles are evaluated annually based on age, mileage, and condition to guide replacement decisions.

Bid specifications for vehicle replacement are developed collaboratively by Finance, Police, and Public Works staff in accordance with the City's procurement policies. These specifications prioritize fleet standardization, operational efficiency, and local serviceability.

Upon completion of the competitive bidding process, the City's current procurement process requires City Council approval for all acquisitions, and contract approval for purchases over \$150,000. Because vehicle purchases consistently exceed this threshold, this requirement often results in missed opportunities, increased costs, and reduced vehicle availability—especially in a volatile market.

These challenges are particularly pronounced when replacing essential fleet assets, such as police vehicles, where timely procurement is critical for operational readiness.

ISSUES/ANALYSIS

To address current delays and enhance operational responsiveness, staff recommend amending the City's Purchasing Ordinance (Chino Municipal Code Section 3.32) to authorize the City Manager to approve vehicle purchases upon completion of competitive bidding.

Delegating vehicle purchase authority to the City Manager will streamline the procurement process, reduce administrative delays, and improve the City's ability to secure vehicles in a competitive and time-sensitive market. This approach will ensure timely acquisition of fleet assets while maintaining full compliance with competitive bidding requirements.

The Finance, Police, and Public Works Departments jointly recommend the ordinance amendment to authorize the City Manager to approve vehicle purchases following a competitive bidding process.

The proposed change to the Chino Municipal Code (Ordinance 2024-013) current language is proposed to be amended as follows (new text is **bold underlined**) below:

3.32.130. Approval Authority

The City Manager is hereby authorized to approve acquisitions and execute contracts of up to \$150,000 **and vehicle purchases of any amount**. The City Manager is authorized to delegate signature authority within this limit to appropriate City staff. The City Council shall retain the authority to approve all acquisitions and contracts exceeding \$150,000, **except for City vehicle purchases, which the City Manager is authorized to approve in any amount provided competitive procurement processes are followed in accordance with applicable rules.**

Attachment: Ordinance No. 2025-004

ORDINANCE NO. 2025-04

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CHINO AMENDING PROVISIONS OF THE CHINO MUNICIPAL CODE, AMENDING CHAPTER 3.32 RELATING TO THE CITY'S PURCHASING SYSTEM FOR APPROVAL AUTHORITY

WHEREAS, the City of Chino, California ("City") is a municipal corporation, duly organized under the California constitution and the laws of the State of California; and

WHEREAS, the City is committed to operating efficiently and effectively and seeks to streamline administrative processes where feasible; and

WHEREAS, on January 7, 2025, the City Council adopted Ordinance No. 2025-013, to adjust purchasing thresholds to reflect inflationary changes and improve administrative efficiency; and

WHEREAS, the City now seeks to streamline the procurement process for vehicle purchases to minimize delays and cost increases associated with market fluctuations; and

WHEREAS, under current provisions of the City's Purchasing Ordinance, City Council approval is required for all vehicle acquisitions, upon completion of a competitive bidding process, resulting in procurement delays that may impact public safety and service delivery, especially for essential fleet such as police vehicles; and

WHEREAS, delegating vehicle purchase authority to the City Manager will improve the City's ability to respond promptly to procurement opportunities while maintaining compliance with established competitive bidding requirements; and

WHEREAS, the Public Works Department, through its Fleet Division, manages the City's vehicle inventory and collaborates with the Finance Department to develop vehicle specifications and replacement schedules based on operational needs, vehicle age, mileage, and condition and for police vehicle procurements. The Police Department is also involved in the development of bid specifications to ensure operational suitability and readiness; and

WHEREAS, the proposed amendment to Chino Municipal Code Section 3.32.130 – Approval Authority, will authorize the City Manager to approve all vehicle purchases, regardless of cost, provided they comply with competitive procurement procedures; and

WHEREAS, this amendment will not impact the fiscal budget and aligns with the City's strategic goals of promoting responsible long-range planning and a positive city image.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CHINO DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. The City Council finds that the above recitals are true and correct and are incorporated herein by this reference.

SECTION 2. Section 3.32.130 of the Chino Municipal Code, entitled "Approval Authority" is hereby amended as follows, (new text in **bold underline**):

"3.32.130. Approval Authority

The City Manager is hereby authorized to approve acquisitions and execute contracts of up to \$150,000 **and vehicle purchases of any amount.** The City Manager is authorized to delegate signature authority within this limit to appropriate City staff. The City Council shall retain the authority to approve all acquisitions and contracts exceeding \$150,000, **except for City vehicle purchases, which the City Manager is authorized to approve in any amount provided competitive procurement processes are followed in accordance with applicable rules.**"

SECTION 3. This ordinance shall become effective 30 days after adoption.

SECTION 4. The City Clerk shall certify as to the passage of this Ordinance and shall cause the same to be published and/or posted at the designated locations in the City of Chino.

PASSED, APPROVED, AND ADOPTED this 15th day of July 2025.

EUNICE M. ULLOA, MAYOR

ATTEST:

NATALIE GONZAGA, CITY CLERK

State of California)
County of San Bernardino) §
City of Chino)

I, Natalie Gonzaga, City Clerk of the City of Chino, do hereby certify that the foregoing Ordinance of the City of Chino was duly adopted by the City Council at a regular meeting held on the 15TH day of July 2025.

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

**MEMORANDUM
CITY OF CHINO
PUBLIC WORKS DEPARTMENT**

CITY COUNCIL MEETING DATE: JULY 1, 2025

TO: LINDA REICH, CITY MANAGER
FROM: HYE JIN LEE, PE, DIRECTOR OF PUBLIC WORKS

SUBJECT

Accept the Highway Safety Improvement Program (HSIP) Cycle 12 funding from the California Department of Transportation (Caltrans) and establish Capital Improvement Project (CIP) TR262 - Central Avenue Traffic Signal Safety Improvements Project.

RECOMMENDATION

1) Accept and appropriate \$225,450 in Highway Safety Improvement Program (HSIP) Cycle 12 State Funding Grant from the California Department of Transportation (Caltrans) and increase the corresponding grant revenue in Fund 326 for FY 2025-26; 2) establish grant number G7262 and a new CIP project TR262 titled "Central Avenue Traffic Signal Safety Improvements;" 3) appropriate \$25,050 from Measure I Funding 322 as the 10% local match; and 5) authorize the City Manager to execute all necessary documents on behalf of the City.

FISCAL IMPACT

The total project budget is \$250,500. This includes \$225,450 in HSIP Grant funds (Fund 326) and a \$25,050 local match from Measure I (Fund 322). There are sufficient Measure I fund balances available to fully support the local match requirement.

Central Avenue Traffic Signal Safety Improvements Project TR262	
Funding Source	Appropriation
Fund 326 – Highway Safety Improvement Program	\$225,450.00
Fund 322 – Measure I Fund (10% Local Match)	\$25,050.00
Total Project Budget:	\$250,500.00

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

The recommendation detailed above further the City's values and strategic issues that serve as key pillars on which identified priorities, goals, and action plans are built, by fostering:

- Positive City Image
- Financial Stability
- Responsible Long-Range Planning
- Effective Technology

CITY COUNCIL MEETING DATE: JULY 1, 2025

TITLE: ACCEPT THE HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP) CYCLE 12 FUNDING FROM THE CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) AND ESTABLISH CAPITAL IMPROVEMENT PROJECT (CIP) TR262 - CENTRAL AVENUE TRAFFIC SIGNAL SAFETY IMPROVEMENTS PROJECT.

PAGE: 2

Revenue: 3267101 -59500-G7262

Expenditure: 3267101 – 48004/48005/48009 – G7262

Transfer In:

3227190 – 48004 | 48005 | 48009 –TR262

Transfer Out:

CITY COUNCIL MEETING DATE: JULY 1, 2025

TITLE: ACCEPT THE HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP) CYCLE 12 FUNDING FROM THE CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) AND ESTABLISH CAPITAL IMPROVEMENT PROJECT (CIP) TR262 - CENTRAL AVENUE TRAFFIC SIGNAL SAFETY IMPROVEMENTS PROJECT.

PAGE: 3

BACKGROUND

On April 4, 2023, the City Council adopted the Chino Local Roadway Safety Plan (LRSP). This safety plan analyzes historic collision data and highlights areas where future projects can be developed to reduce serious and fatal collisions. These project areas may qualify for grant funding, such as the Highway Safety Improvement Program (HSIP), which awards funds through a competitive process based on cost-benefit analysis. The goal is to prevent severe and fatal collisions by applying proven safety improvements where they are most needed.

HSIP is a state grant that reimburses cities for safety enhancement projects. The City of Chino applied for HSIP Cycle 12 funding to improve traffic signal safety on Central Avenue, from Phillips Avenue to Riverside Drive, as identified in the LRSP. On February 21, 2025, Caltrans announced that the Central Avenue project was selected for funding.

ISSUES/ANALYSIS

With the Chino HSIP grant application approved for funding, the Central Avenue Traffic Signal Safety Improvement Project TR262 will be created. The grant application proposed a total project budget of \$250,500, with \$225,450 covered by state HSIP funds and a \$25,050 local match (10%). The local match will be funded from the City's Measure I 322 fund balance.

The project will upgrade 10 existing traffic signals along Central Avenue, from Phillips Avenue to Riverside Drive. Improvements include adding retroreflective borders to signal back-plates and installing near-side signal heads at selected locations. These upgrades are designed to improve signal visibility and increase driver compliance, especially during power outages when signals may operate as all-way stops. Due to the project involving primarily cosmetic changes to existing traffic signals, it is considered exempt from CEQA as a minor alteration of existing facilities. Additionally, because there are no operational changes or modifications to the infrastructure, accessibility upgrades are not necessary.

Construction is anticipated during the 2025-26 fiscal year. Staff recommends that the City Council accept \$225,450 in HSIP Cycle 12 funding from Caltrans and approve the establishment of CIP TR262, titled "Central Avenue Traffic Signal Safety Improvements" with an additional appropriation of \$25,050 from Measure I funding for a total project budget of \$250,500.

Attachments: Exhibit A - Project Vicinity Map



 Signalized Intersection



Exhibit A - Vicinity Map

Highway Safety Improvement Program (HSIP) Cycle 12 Funding



**MEMORANDUM
CITY OF CHINO
ADMINISTRATION DEPARTMENT**

CITY COUNCIL MEETING DATE: JULY 1, 2025

TO: LINDA REICH, CITY MANAGER
FROM: JACKIE MELENDEZ, ASSISTANT CITY MANAGER

SUBJECT

Animal Resource Center of the Inland Empire – FY 2024-25 Fund Allocation.

RECOMMENDATION

Approve a retroactive appropriation of \$2,502,554 to the General Fund for operational and capital costs associated with the Animal Resource Center of the Inland Empire for FY 2024-25 and authorized the City Manager to execute all necessary documents on behalf of the City.

FISCAL IMPACT

This action requires a \$2,502,554 appropriation from the FY 24-25 Budget. Sufficient General Fund Balance is available to support this appropriation.

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

The recommendation detailed above further the City’s values and strategic issues that serve as key pillars on which identified priorities, goals, and action plans are built, by fostering:

- Superior Customer Service
- Responsible Long-Range Planning
- Public Service Excellence through Internal and External Partnerships

Revenue:	Expenditure: 1002020-(40010-43650)-MS262
Transfer In:	Transfer Out:

BACKGROUND

On July 16, 2024, the Chino City Council approved an agreement with the City of Ontario to establish the Animal Services Joint Powers Authority, now known as the Animal Resource Center of the Inland Empire (ARC).

Since that time, the ARC has expanded its membership to include the City of Montclair and portions of the unincorporated County of San Bernardino. This expansion has resulted in the following percentages to determine financial responsibilities:

- Ontario – 58%
- Chino – 28%
- Montclair – 10%
- County of San Bernardino – 4%

ISSUES/ANALYSIS

On March 26, 2025, the ARC Board approved a Mid-Year FY 2024-25 budget adjustment that increased the Capital and Operating Budget to \$8,937,690, reflecting actual startup expenditures and updated cost projections. This was an increase of \$3,725,324 from the original budget approved in October 2024. Based on Chino's 28% allocation, the City's total FY 2024-25 financial obligation is \$2,502,554, the amount currently proposed for appropriation. (See chart below for cost allocation)

The City of Ontario has been operating as the financing arm of the ARC to ensure the timely delivery of the new Animal Resource Center, which is scheduled to open on July 1, 2025. To date, Ontario has provided the upfront costs for the facility, tenant improvements, staffing and equipment purchases. The first invoice, received on June 6, totaled \$887,123, with the remaining \$1,615,431 to be invoiced to Chino, within the next few weeks.

ARC Expenses FY 24-25 Mid-Year Update

<u>Capital/Start-Up Cost</u>	<u>Adopted</u>	<u>Adjustment</u>	<u>Total Amount</u>	<u>Chino 28%</u>
*Temporary Shelter, Equipment, Consulting, Software	\$3,367,506.00	\$3,812,564.00	\$7,180,070.00	\$2,010,419.60
 <u>Operating Cost</u>				
*Salaries, Software, Utilities, Etc	\$1,844,860.00	\$ (233,240.00)	\$1,611,620.00	\$ 451,253.60
 <u>Additional Requests</u>				
*Promotion Material, Shelter Supplies	\$ -	\$ 146,000.00	\$ 146,000.00	\$ 40,880.00
Total	\$5,212,366.00	\$3,725,324.00	\$8,937,690.00	\$2,502,553.20

CITY COUNCIL MEETING DATE: JULY 1, 2025

TITLE: ANIMAL RESOURCE CENTER OF THE INLAND EMPIRE - FY 2024-25 FUND ALLOCATION.

PAGE: 3

Therefore, staff recommends that City Council approve a retroactive appropriation of \$2,502,554 to the General Fund for operational and capital costs associated with the Animal Resource Center of the Inland Empire for FY 2024-25.

**MEMORANDUM
CITY OF CHINO
ADMINISTRATION DEPARTMENT**

CITY COUNCIL MEETING DATE: JULY 1, 2025

TO: MAYOR AND CITY COUNCIL MEMBERS, CITY OF CHINO
FROM: EUNICE M. ULLOA, MAYOR

SUBJECT

Community Services, Parks & Recreation Commission Appointments.

RECOMMENDATION

Approve the re-appointment of Commissioners Neal Jerry and Linda Takeuchi and the appointment of Carl Cooper to the Community Services, Parks & Recreation Commission.

FISCAL IMPACT

No fiscal impact.

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

The recommendation detailed above further the City's values and strategic issues that serve as key pillars on which identified priorities, goals, and action plans are built, by fostering:

- Positive City Image
- Responsible Long-Range Planning
- Exemplary Leadership
- Public Service Excellence through Internal and External Partnerships

BACKGROUND

The Community Services, Parks & Recreation (CSPR) Commission is a seven-member commission, which acts in an advisory capacity to the City Council and the CSPR Department on issues that contribute to improving the quality of life in Chino. These issues are focused in the areas of Recreation, Human Services, Parks, and Open Space.

Pursuant to Section 2.38.30 of the Chino Municipal Code, CSPR Commission members are appointed by the Mayor and approved by the City Council.

ISSUES/ANALYSIS

The City Clerk's office solicited applications starting April 11, 2025 for the CSPR Commission due to the terms of Commissioners Neal Jerry, Stephanie Mendoza, and Linda Takeuchi scheduled to end June 30, 2025.

The application period closed on May 2, 2025, and a total of seven applications were received, including applications from Commissioners Neal Jerry and Linda Takeuchi seeking re-appointment. Commissioner Stephanie Mendoza did not reapply.

Mayor Ulloa, along with a second Council Member, interviewed seven applicants. This resulted in the following recommended appointments:

- Commissioner Neal Jerry re-appointment for a term ending June 30, 2029
- Commissioner Linda Takeuchi re-appointment for a term ending June 30, 2029
- Carl Cooper appointment for a term ending June 30, 2029

Pursuant to Chino Municipal Code (CMC) Section 2.38.30 appointments to the Commission are made by the Mayor with approval of the City Council.

**MEMORANDUM
CITY OF CHINO
ADMINISTRATION DEPARTMENT**

CITY COUNCIL MEETING DATE: JULY 1, 2025

TO: MAYOR AND CITY COUNCIL MEMBERS, CITY OF CHINO
FROM: MAYOR PRO TEM CURTIS BURTON

SUBJECT

Community Support Fund – Mayor Pro Tem Burton.

RECOMMENDATION

Approve community support fund contributions of \$500 to Rebel Ranch and \$250 to the Chino Valley YMCA.

FISCAL IMPACT

Sufficient funds have been included in the Fiscal Year 2025-26 Operating Budget.

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

The recommendation detailed above further the City’s values and strategic issues that serve as key pillars on which identified priorities, goals, and action plans are built, by fostering:

- Positive City Image
- Superior Customer Service
- Exemplary Leadership
- Public Service Excellence through Internal and External Partnerships

Revenue:	Expenditure: 1002000 43300 N2034
Transfer In:	Transfer Out:

BACKGROUND

The City of Chino is fortunate to have multiple non-profits and community groups dedicated to serving the public and preserving Chino's unique history. To assist in their ongoing efforts, the City Council from time to time authorizes expenditures from the City's community support fund. These expenditures serve a valid public purpose by helping to continue the outstanding services that these organizations provide to our community.

ISSUES/ANALYSIS

To continue this tradition, Mayor Pro Tem Burton recommends that the City Council approve the following contribution:

- Rebel Ranch - \$500: This community support donation is in support of the Chino Valley Chamber of Commerce Leadership Collaborative Cohort selected non-profit Rebel Ranch (Paws 4 Success, Inc. DBA Rebel Ranch). Rebel Ranch helps build independence, self-esteem, and critical thinking skills through specialized canine training, including therapy and service dog training.
- Chino Valley YMCA Program Scholarships - \$250: The Chino Valley YMCA offers a series of inclusive sports and educational programs to better the physical and social life for families and surrounding communities.

By approving this contribution, Rebel Ranch and the Chino Valley YMCA will be better equipped to provide services to the Chino community. Therefore, as proposed by Mayor Pro Tem Burton, staff recommend that the City Council approve the community support contributions to Rebel Ranch and Chino Valley YMCA.

**MEMORANDUM
CITY OF CHINO
ADMINISTRATION DEPARTMENT**

CITY COUNCIL MEETING DATE: JULY 1, 2025

TO: MAYOR AND CITY COUNCIL MEMBERS, CITY OF CHINO
FROM: COUNCIL MEMBER COMSTOCK

SUBJECT

Community Support Fund – Council Member Comstock.

RECOMMENDATION

Approve community support fund contributions of \$100 to Chino Valley Soroptimist and \$250 to Rebel Ranch.

FISCAL IMPACT

Sufficient funds have been included in the Fiscal Year 2025-26 Operating Budget.

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

The recommendation detailed above further the City’s values and strategic issues that serve as key pillars on which identified priorities, goals, and action plans are built, by fostering:

- Positive City Image
- Superior Customer Service
- Exemplary Leadership
- Public Service Excellence through Internal and External Partnerships

Revenue:	Expenditure: 1002000 43300 N2031
Transfer In:	Transfer Out:

BACKGROUND

The City of Chino is fortunate to have multiple non-profits and community groups dedicated to serving the public and preserving Chino's unique history. To assist in their ongoing efforts, the City Council from time to time authorizes expenditures from the City's community support fund. These expenditures serve a valid public purpose by helping to continue the outstanding services that these organizations provide to our community.

ISSUES/ANALYSIS

To continue this tradition, Council Member Comstock recommends that the City Council approve the following contributions:

- Soroptimist International of the Chino Valley - \$100: Seeks to empower woman and girls by providing a number of educational opportunities, programs, and resources
- Rebel Ranch - \$250: This community support donation is in support of the Chino Valley Chamber of Commerce Leadership Collaborative Cohort selected non-profit Rebel Ranch (Paws 4 Success, Inc. DBA Rebel Ranch). Rebel Ranch helps build independence, self-esteem, and critical thinking skills through specialized canine training, including therapy and service dog training.

By approving these contributions, Soroptimist International of the Chino Valley and Rebel Ranch will be better equipped to provide services to the Chino community. Therefore, as proposed by Council Member Comstock, staff recommends that the City Council approve the community support contributions to Soroptimist International of the Chino Valley and Rebel Ranch.

**MEMORANDUM
CITY OF CHINO
ADMINISTRATION DEPARTMENT**

CITY COUNCIL MEETING DATE: JULY 1, 2025

TO: MAYOR AND CITY COUNCIL MEMBERS, CITY OF CHINO
FROM: COUNCIL MEMBER FLORES

SUBJECT

Community Support Fund – Council Member Flores.

RECOMMENDATION

Approve a community support fund contribution of \$500 to Rebel Ranch.

FISCAL IMPACT

Sufficient funds have been included in the Fiscal Year 2025-26 Operating Budget.

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

The recommendation detailed above further the City’s values and strategic issues that serve as key pillars on which identified priorities, goals, and action plans are built, by fostering:

- Positive City Image
- Superior Customer Service
- Exemplary Leadership
- Public Service Excellence through Internal and External Partnerships

Revenue:	Expenditure: 1002000 43300 N2032
Transfer In:	Transfer Out:

BACKGROUND

The City of Chino is fortunate to have multiple non-profits and community groups dedicated to serving the public and preserving Chino's unique history. To assist in their ongoing efforts, the City Council from time to time authorizes expenditures from the City's community support fund. These expenditures serve a valid public purpose by helping to continue the outstanding services that these organizations provide to our community.

ISSUES/ANALYSIS

To continue this tradition, Council Member Flores recommends that the City Council approve the following contribution:

- Rebel Ranch - \$500: This community support donation is in support of the Chino Valley Chamber of Commerce Leadership Collaborative Cohort selected non-profit Rebel Ranch (Paws 4 Success, Inc. DBA Rebel Ranch). Rebel Ranch helps build independence, self-esteem, and critical thinking skills through specialized canine training, including therapy and service dog training.

By approving this contribution, Rebel Ranch will be better equipped to provide services to the Chino community. Therefore, as proposed by Council Member Flores, staff recommend that the City Council approve the community support contribution to Rebel Ranch.

**MEMORANDUM
CITY OF CHINO
ADMINISTRATION DEPARTMENT**

CITY COUNCIL MEETING DATE: JULY 1, 2025

TO: MAYOR AND CITY COUNCIL MEMBERS, CITY OF CHINO
FROM: COUNCIL MEMBER LUCIO

SUBJECT

Community Support Fund – Council Member Lucio.

RECOMMENDATION

Approve a community support fund contribution of \$500 to Rebel Ranch.

FISCAL IMPACT

Sufficient funds have been included in the Fiscal Year 2025-26 Operating Budget.

CITY OF CHINO MISSION / VISION / VALUES / STRATEGIC ISSUES

The recommendation detailed above further the City’s values and strategic issues that serve as key pillars on which identified priorities, goals, and action plans are built, by fostering:

- Positive City Image
- Superior Customer Service
- Exemplary Leadership
- Public Service Excellence through Internal and External Partnerships

Revenue:	Expenditure: 1002000 43300 N2029
Transfer In:	Transfer Out:

BACKGROUND

The City of Chino is fortunate to have multiple non-profits and community groups dedicated to serving the public and preserving Chino's unique history. To assist in their ongoing efforts, the City Council from time to time authorizes expenditures from the City's community support fund. These expenditures serve a valid public purpose by helping to continue the outstanding services that these organizations provide to our community.

ISSUES/ANALYSIS

To continue this tradition, Council Member Lucio recommends that the City Council approve the following contribution:

- Rebel Ranch - \$500: This community support donation is in support of the Chino Valley Chamber of Commerce Leadership Collaborative Cohort selected non-profit Rebel Ranch (Paws 4 Success, Inc. DBA Rebel Ranch). Rebel Ranch helps build independence, self-esteem, and critical thinking skills through specialized canine training, including therapy and service dog training.

By approving this contribution, Rebel Ranch will be better equipped to provide services to the Chino community. Therefore, as proposed by Council Member Lucio, staff recommend that the City Council approve the community support contribution to Rebel Ranch.